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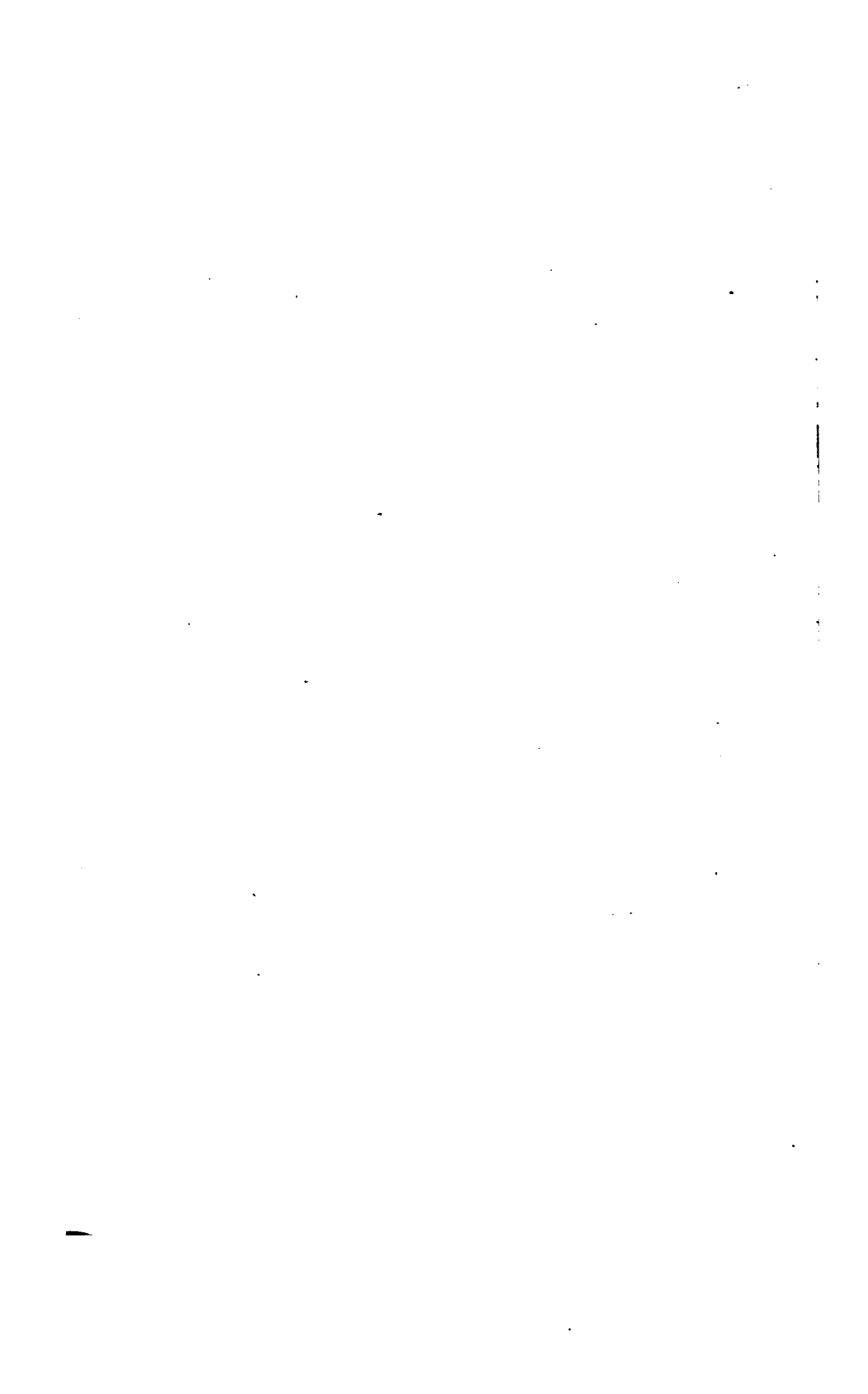
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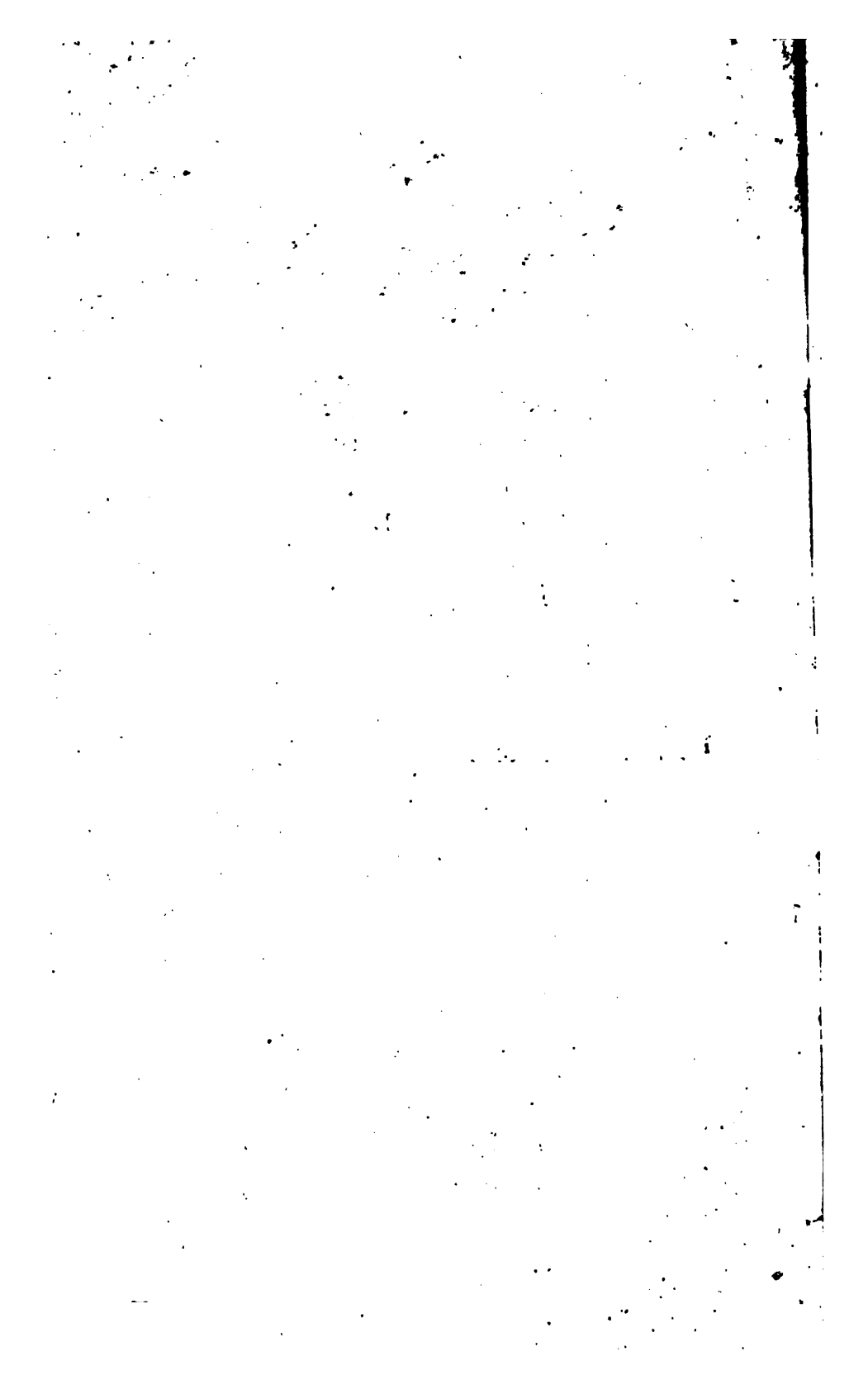
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IN
CONVEYANCING.





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MDCCLXXXVIII.



O R I G I N A L
P R E C E D E N T S
IN
C O N V E Y A N C I N G.

Leases.

A Lease of ground and houses for a long Term, from a Tenant for life and a Person intitled to the reversion, granted in consequence of a former Lease being destroyed by Fire.

No. L.

THIS INDENTURE tripartite, &c. between *Mary Cole* of, &c. widow, and relict of *John Cole* late of, &c. merchant, deceased, and which said *Mary Cole* is the only child and heir of *Stephen Strange*, heretofore of, &c. goldsmith, deceased, of the first part; *Isaac Staff* of, &c. gentleman, of the second part; and *John Handle* of, &c. and *Ann Atkins* of, &c. widow, of the third part: *Whereas* by indenture of lease bearing date on or about the 3d day

A recital of a lease, in 17—

Vol. III. No. XII.

3 N 3

of

of *March*, which was in the year of our Lord 17—, and made, or mentioned to be made between the said *Stephen Strange* of the first part, and *William Wenman* of, &c. tanner, of the other part; The said *Stephen Strange*, for the considerations therein mentioned, did demise, grant, and to farm let, unto the said *William Wenman*, his executors, administrators, and assigns, all that piece or parcel of ground hereinafter mentioned, to be hereby demised, with the two messuages or tenements then standing thereon, and all other the erections and buildings thereafter to be erected and built upon the said ground, with their and every of their appurtenances: *To hold* the same unto the said *William Wenman*, his executors, administrators, and assigns, from the Feast Day of the Nativity of *Saint John* the Baptist then next ensuing, for the term of nine hundred and ninety-nine years, at the yearly rent of sixteen pounds payable quarterly, and under and subject to the several covenants, provisions, restrictions and agreements hereinafter mentioned and contained. *And whereas* the said lease was destroyed by the late fire in *Throgmorton Street*, but the counterpart thereof is in the possession of the said *Mary Cole*, who is intitled to a life estate in the premises thereby demised, with remainder to the said *Isaac Staff* for his life, with the reversion or remainder to the appointees of *Mary Staff*, the wife of the said *Isaac Staff*, and in default of appointment, to the

of a piece of ground and two messuages standing thereon.

Habendum from Midsummer then next ensuing, for 999 years.

Rent 16 l.

The lease destroyed by the fire in *Throgmorton Street*. The counterpart in the possession of the heir of the lessor.

the said *Isaac Staff* in fee : *And whereas* the said *John Handle* and *Ann Atkins* are intituled in equal moieties as tenants in common to the said premisses, during the residue and remainder now to come and unexpired of the said term of nine hundred and ninety-nine years, by the said recited indenture of lease granted thereof as aforesaid, subject to the payment of the rent thereby reserved, and the performance of the covenants and agreements therein contained on the tenant or lessee's part, from henceforth to be paid, done, and performed. Now THIS INDENTURE WITNESSETH, That for effectually granting and confirming the tenements hereinafter mentioned to be hereby demised unto the said *John Handle* and *Ann Atkins*, for and during all the residue and remainder now to come and unexpired of the said term of nine hundred and ninety-nine years therein, agreeable to the said lease, and for supplying the want and loss of the said lease ; and for and in consideration of the rent, covenants, and agreements hereinafter reserved and contained by and on the part and behalf of the said *John Handle* and *Ann Atkins*, their executors, administrators, and assigns, to be paid, done, and performed ; they the said *Mary Cole* and *Isaac Staff*, have and each of them hath, demised, granted, ratified and confirmed, and by these presents do and each of them doth demise, grant, ratify, and confirm unto the said *John Handle* and *Ann Atkins*,

The parties now intituled to the premisses during the remainder of the term.

For supplying the loss of the lease, &c.

The dem

This lease or demise to be in all respects agreeable to that which was destroyed, except as to the names and other necessary alterations.

M. D.

Atkins, their executors, administrators, and assigns, all that piece or parcel of ground situate, lying and being on the south side of ——— in the said parish of ———, containing the several dimensions, buttings and boundings particularly described, laid down, and mentioned in the scheme or plot thereof in the margin of these presents; and all those ten messuages or tenements, and other the buildings now standing thereon, or hereafter to be standing and built thereon, together with free liberty of ingress, egress, regress, way and passage, as well with horses and carts as on foot, in, by, and through the passage leading out of ——— aforesaid, to certain messuages or tenements belonging to the said *Mary Cole* as well as to part of the premises hereby demised in common with other the tenants there of the said *Mary Cole*, and not otherwise; and also liberty to and for the said *John Handle* and *Ann Atkins* their executors, administrators, and assigns, to make use of the wall of the messuage or tenement of the said *Mary Cole* next aforesaid, on the West side of the said hereby demised premises, as a party wall to lay timber into the Lane, according to the directions and upon the terms mentioned in an act of parliament which passed relating to buildings in the city of *London* and the suburbs thereof, they the said *John Handle* and *Ann Atkins*, their executors, administrators, and assigns, making good such

such damage as shall be occasioned thereby. *And* all ways, passages, lights, easements, waters, water-courses, profits, commodities, and appurtenances whatsoever to the said hereby demised premises or any part thereof belonging or in any wise appertaining, except and always reserved out of this present demise unto the said *Mary Cole* and her assigns, during such part of the term hereby granted, as she shall happen to live, and from and after her decease, unto such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold or reversion and inheritance of the said premises, all eyes drops of all or any the messuages or tenements of the said *Mary Cole*, into or towards the said ground hereby demised. *And also* except free leave and liberty to and for the said *Mary Cole* and her assigns during such part of the term hereby granted as she shall happen to live, and from and after her decease, to and for such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold and reversion and inheritance of the said premises, and her, his, and their workmen to come into and upon the said hereby demised premises to repair and amend any of the messuages or tenements and fences thereto adjoining now belonging to the said *Mary Cole* as often as occasion shall require during the said term hereby

General words.

Exceptions.

by

Habendum.

by granted. TO HAVE AND TO HOLD the said piece or parcel of ground, messuages or tenements, erections, buildings and all and singular other the premisses with the appurtenances hereby demised or intended so to be, and every part and parcel thereof (except as before excepted) unto the said *John Handle* and *Ann Atkins* equally to be divided between them share and share alike, and they to take as tenants in common, and to their several and respective executors, administrators, and assigns from the feast day of the *Nativity of Saint John the Baptist* last past, before the date hereof, for and during, and unto the full end and term of nine hundred and twenty-nine years from thence next ensuing and fully to be compleat and ended (being the residue and remainder now to come and unexpired of the said term of nine hundred and ninety-nine years therein) they the said *John Handle* and *Ann Atkins* their several and respective executors, administrators, and assigns, *yielding and paying* therefore yearly and every year unto the said *Mary Cole* and her assigns during such part of the said term of nine hundred and twenty-nine years hereby granted as she shall happen to live, and from and after her decease unto such person or persons as shall from thenceforth during the then residue and remainder of the said term be intituled to the freehold or reversion and inheritance of the said premisses the yearly

A reservation of rent to one grantor for life and afterwards to the person intituled in reversion.

ly rent or sum of sixteen pounds of lawful money of *Great Britain* by quarterly payments on the feasts of *Saint Michael* the Archangel, the Birth of our Lord *Christ*, the Annunciation of the Blessed Virgin *Mary*, and the Nativity of *Saint John* the Baptist in each year, by even and equal portions, the first payment thereof to begin and be made on the Feast Day of *Saint Michael* the Archangel, next ensuing the date hereof.

AND the said *John Handle* for himself, his executors, administrators, and assigns doth covenant, promise, and agree to and with the said *Mary Cole* and her assigns, and also to and with the person or persons that shall be intitled to the freehold or the reversion and inheritance of the said premisses from and after her decease, and his, her, and their heirs and assigns respectively by these presents, that he the said *John Handle*, his executors, administrators, and assigns, shall and will, well and truly pay or cause to be paid unto the said *Mary Cole* and her assigns for and during such part of the said term as she shall happen to live, and from and after her decease unto such person or persons as shall from thenceforth during the then remainder of the said term, be intitled to the freehold or reversion and inheritance of the said premisses the yearly rent or sum of eight pounds (being a moiety or half part of the said yearly rent of sixteen pounds hereinbefore reserved) of lawful money of *Great Britain* by

A covenant from one lessee to pay a moiety of the rents reserved.

Original Precedents

The like covenant from the other lessee.

by even and equal quarterly payments on the four feast days herein before particularly mentioned and appointed for payment thereof; *And* the said *Ann Atkins* for herself, her executors, administrators, and assigns doth hereby covenant, promise, and agree to and with the said *Mary Cole* and her assigns, and also to and with the person and persons that shall be intitled to the freehold or reversion and inheritance of the said premises from and after her decease respectively, by these presents, that she the said *Ann Atkins*, her executors, administrators, and assigns, shall and will, well and truly pay or cause to be paid unto the said *Mary Cole* and her assigns for and during such part of the said term as she shall happen to live, and from and after her decease unto such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold or reversion and inheritance of the said premises the like yearly rent or sum of eight pounds (being the other moiety or half part of the said rent hereby reserved) of like lawful money of *Great Britain* by even and equal quarterly payments on the said four feast days hereinbefore particularly mentioned and appointed for payment thereof. *And* the said *John Handle* and *Ann Atkins* for themselves severally and respectively, and for their several and respective executors, administrators, and assigns, do covenant, promise

Covenant from both lessees to repair.

promise and agree to and with the said *Mary Cole* and her assigns; and also to and with the person or persons that shall be intitled to the freehold or reversion and inheritance of the said premises from and after her decease respectively by these presents in manner and form following (that is to say) that they the said *John Handle* and *Ann Atkins* severally and respectively, and their several and respective executors, administrators, and assigns, or some or one of them shall and will from time to time during the said term hereby granted, at his, her, or their own proper costs and charges when and as often as need shall require, well and sufficiently repair, uphold, support, sustain, maintain, pave, purge, scour, cleanse, ditch, fence, empty, amend, and keep the said messuages, or tenements, grounds, and premises hereby demised; and all other buildings and erections, which during the term hereby granted shall be erected and built on the said demised piece or parcel of ground and premises, and all the walls, posts, pales, rails, fences, pavements, grates, privies, sinks, drains, and water-courses thereto belonging, and which shall belong to the same, in, by, and with all and all manner of needful and necessary reparations, cleansings, and amendments whatsoever; and the said messuages or tenements and premises, and every part thereof, with the appurtenances, and all the walls, fences, pavements,

Power given
to the lessor to
enter upon the
premises to
view the repairs.

ments, sinks, sewers, drains, and water-courses thereto belonging, so being in all things well and sufficiently repaired, upheld, supported, sustained, maintained, paved, purged, scoured, cleansed, ditched, fenced, emptied, amended, and kept, shall and will at the expiration, or other sooner determination of this present lease (which shall first happen) peaceably and quietly leave, surrender and yield up unto such person or persons as shall be then intitled to the freehold or reversion and inheritance of the said premises. And that it shall and may be lawful to and for the said *Mary Cole* and her assigns during such part of the term hereby demised, as she shall happen to live; and from and after her decease to and for such person or persons as shall from thenceforth, during the then residue of the said term, be intitled to the freehold or reversion and inheritance of the said premises, or any of them, with workmen or without, twice or oftener in every year, during the said term hereby granted, at her, his, and their wills and pleasures to enter, come into, and upon, as well the premises, hereby demised, as also into all and singular the messuages or tenements, erections and buildings thereupon, or upon any part thereof hereafter to be erected and built as aforesaid; and into every or any part or parcel thereof, there to view, search, and see the state and

and condition of the reparations thereof, and of all defaults, decays, and wants of reparation, which shall be then and there found, to give or leave notice or warning thereof in writing at the said demised premisses, or some part thereof, to and for the said *John Handle* and *Ann Atkins*, their several and respective executors, administrators, or assigns for the repairing and attending the same defaults, decays, and wants of reparations, within the time and space of three months then next following, *Within* which said time and space of three months next after every such notice or warning shall be given or left as aforesaid, they the said *John Handle* and *Ann Atkins*, their several and respective executors, administrators, and assigns, shall and will repair and amend all and every the same defaults, defects, decays, and wants of reparations, or amendments which then and there at any such view or views shall be found, and whereof notice or warning shall be given or left as aforesaid; *Provided always* that if it shall happen the said yearly rent of sixteen pounds hereby reserved, or any part thereof shall be behind and unpaid in part, or in all by the space of fourteen days next, over or after any of the said feasts or days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded) or if the said *John Handle* and *Ann Atkins*, their several and respective executors, administrators, and assigns, shall not

in

Proviso giving the lessor power of re-entry in case of non-payment of the rent &c.

Original Precedents

in all things well and truly observe, perform, fulfil, and keep all and every the covenants, articles, provisoes, conditions, reservations, and agreements herein contained, which on their parts and behalves are or ought from henceforth to be observed, performed, fulfilled, and kept according to the true intent and meaning of these presents, then and in either of the said cases, it shall and may be lawful to and for the said *Mary Cole*, if then living; but in case of her decease, to and for such other person or persons as shall be then intitled to the freehold or reversion, and inheritance of the said premisses, into and upon the said grounds, messuages, or tenements, and premisses hereby demised, with the appurtenances, and into and upon every or any part or parcel thereof; and into and upon all such new messuages or tenements, erections and buildings whatsoever, which at any time or times hereafter shall be erected, built, or standing upon the said demised premisses, or any part thereof, for and in the name of the whole wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in her, his and their first and former estate, and the said *John Handle* and *Ann Atkins*, their executors, administrators, and assigns, and all other occupiers of the said premisses, thereout and from thence utterly to expel, put out, and amove, this indenture, or any thing herein contained to the contrary thereof in anywise notwithstanding-

withstanding; *And* the said *Mary Cole* and *Isaac Staff*, for themselves severally, and for their several and respective heirs and assigns, do hereby covenant, promise, and grant, to and with the said *John Handle* and *Ann Atkins* their executors, administrators, and assigns, by these presents, that they the said *John Handle* and *Ann Atkins*, their several and respective executors, administrators, and assigns, paying the said yearly rent, and performing, fulfilling, and keeping all and singular the covenants and agreements in these presents reserved and contained, on their parts to be paid, done, and performed, shall or lawfully may, peaceably, and quietly have, hold, occupy, possess, and enjoy all and singular the said premisses hereby demised, with their and every of their appurtenances during the said term hereby granted, without any let, suit, trouble, denial, eviction, ejection, molestation, or hindrance, of or by the said *Mary Cole* and *Isaac Staff*, or either of them, their or either of their heirs or assigns, or of or by any other person or persons whatsoever, lawfully claiming or to claim, by, from, or under them, any or either of them, or by or through their any or either of their means, default, consent, or procurement. IN WITNESS, &c.

Covenant for
peaceable en-
joyment.

I approve of this draught,

M. DUANE.

No. II.

A Lease of Lands from a Tenant for Life under a Marriage Settlement.

The lessor by virtue of a power in a settlement, and for certain considerations.

Leases.

The parcels.

THIS INDENTURE, made, &c. Between *Martba Meux* of, &c. widow of *John Meux*, late of the same place, esquire, deceased, of the one part; and *Christopher Crow* of, &c. of the other part; WITNESSETH that the said *Martba Meux* by virtue of a power to her given, and reserved, in and by the settlement made on her marriage with the said *John Meux*, bearing date the 25th day of *May* 17—, and of all and every other power and powers enabling her thereunto, and for and in consideration of the rents and covenants hereinafter reserved and contained, by and on the part and behalf of the said *Christopher Crow*, his executors, administrators, and assigns, to be paid, done, and performed, hath leased, set, and to farm let, and by these presents doth lease, set, and to farm let, unto the said *Christopher Crow*, his executors, administrators, and assigns; **ALL** that messuage or tenement, and dairy called ——— with the barns, stables, buildings, and appurtenances thereunto belonging; and also all those several closes, inclosures, and parcels of ground thereunto also belonging, and hereinafter particularly mentioned (that is to say) all those closes and parcels of meadow and pasture ground called the *Hill Close*, containing by estimation nine acres or thereabouts, the *Fat-*

ting Close, containing by estimation seven acres or thereabouts, the *Mistle Close*, containing by estimation seven acres or thereabouts, the *Home Close*, containing by estimation 7 acres or thereabouts, the half part of the *Seven Acres Close* that lies towards the North (the other half of the said close which lies towards the South, and adjoins to a close called the *Twenty Acres Close*, being the land of the duke of *Bedford*) and the *Eight Acres Close*, containing by estimation eight acres or thereabouts, (except and always reserved out of the said *Eight Acres Close*, unto the minister of the parish of ——— or other person intituled thereto, a cut of grafs of three acres and an half, more or less, as the same is staked out as a *modus* or in lieu of tithes or otherwise;) AND also all those closes and parcels of arable land called the *Two Arbour Closes*, containing by estimation fourteen acres or thereabouts, *The Rye Hill Close* containing by estimation ten acres or thereabouts, and the *Charles Close*, containing by estimation twelve acres or thereabouts; and also all that piece or parcel of ground called *The Warren*, containing by estimation forty-four acres or thereabouts; and also all those two closes or parcels of meadow adjoining to the said warren called *Lammas Mead*, containing by estimation nine acres or thereabouts, which said warren, and the *Lammas Meads* are *Lammas Grounds*, and the parishioners of ——— have a right to turn in their cattle and

have common therein, all which said premisses are situate and being in the parish of ——— aforesaid, and are now in the occupation of the said *Christopher Crow*, or his assigns; and also all that messuage or tegement called — *Place*, with the barns, stables, buildings, yards, gardens, orchards, and appurtenances thereunto belonging; and all those several closes, inclosures, and parcels of ground thereunto belonging, and hereinafter particularly mentioned (that is to say) the *Home Close*, the *Rye Hill*, the *Long Close*, *Stepingly Pigtle*, and three acres or thereabouts in a certain meadow called *Millmead*, with the after-grass of all the said meadow, containing together by estimation thirty-two acres or thereabouts, be the same more or less, which said messuage or tenements and premisses last mentioned, are situate, lying, and being in the aforesaid parish of ——— aforesaid, and were late in the occupation of *David Doe*, but now of the said *Christopher Crow*, or his assigns; and also all that close or parcel of ground called the *Corn Close*, containing by estimation seven acres or thereabouts, situate in the said parish of ——— and lying along the brook, and adjoining to the road and warren, now also in the occupation of the said *Christopher Crow*, or his assigns, which said close called *Corn Close* is *Lammas Ground*, and the parishioners of ——— have a right to turn in their cattle and have common therein; and also all those four closes or
parcels

parcels of ground called the *Rye Closes*, in the parish of ——— in the said county of *Bucks*, containing together by estimation twenty-two acres or thereabouts, be the same more or less, late in the occupation of the said *David Doe*, but now of the said *Christopher Crow*, three of which said closes called *Rye Closes* are *Michaelmas Grounds*, and the parishioners of ——— have a right to turn in their cattle, and have common therein; and the other of the said closes is subject to the payment of two bushels of malt yearly, to the said parishioners of ——— together with all ways, waters, easements, commons, profits, commodities, and appurtenances whatsoever, to the said premises belonging or in any wise appertaining; EXCEPT and always reserved out of this present lease, unto the said *Martha Meux*, and her assigns during such part of the term hereby granted as she shall happen to live, and from and after her decease unto such person or persons as shall from thenceforth during the then remainder of the said term, be intitled to the freehold and inheritance of the said premises, all timber trees and other trees now standing, growing, or being, or which shall at any time during the continuance of this demise, stand, grow, or be upon the said demised premises, or any part thereof, (other than such as are hereinafter agreed to be allowed the said *Christopher Crow*, his executors, ad-

Exception as to
timber, &c.

ministrators, and assigns) with free liberty of ingress, egress, and regress, to and for the said *Martha Meux* and her assigns, during such part of the term hereby demised as she shall happen to live, and from and after her decease, to and for such person or persons as shall from thenceforth during the then remainder of the said term, be intitled to the freehold and inheritance of the said premises, her or their agents, servants, workmen, and others, with horses, carts, and carriages, or otherwise, into, out of, from, and upon the said demised premises or any part thereof, to fell, cut down, take, and carry away the said trees, making satisfaction for any damage that he the said *Christopher Crow*, his executors, administrators, or assigns, may sustain thereby, and also except free liberty to enter into and upon the same premises, at seasonable times, in the day-time, to view the condition thereof; *To have and to hold* the said premises (except before excepted) unto the said *Christopher Crow*, his executors, administrators, and assigns, from the 5th day of *April* last past, before the date hereof, for and during, and unto the full end and term of twenty-one years, from thence next ensuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, unto the said *Martha Meux* and her assigns, at her house in *Tottenham* aforesaid, during such part of the said term hereby demised, as she shall happen

to

Habendum.

Reddendum.

to live, and from and after her decease unto such person or persons as shall from thenceforth during the then residue and remainder of the said term, be intitled to the freehold and inheritance of the said premisses, the yearly rent or sum of one hundred and twenty-six pounds of lawful money of *Great Britain*, on the two feasts or days in the year hereinafter particularly mentioned (that is to say) the feasts of Saint *Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal portions, the first payment thereof to begin and be made on the Feast of Saint *Michael* the Archangel next ensuing the date hereof; And also yielding and paying at the feasts and place aforesaid, and by like equal portions, the further yearly rent or sum of five pounds of like lawful money, for every acre, and so in proportion for any greater or lesser quantity than an acre of the ground hereby demised, which at any time during the continuance of this present lease, shall be eared, ploughed, digged up, or converted into tillage, over and above the several parcels or number of acres thereof, hereinafter particularly mentioned, (that is to say) the two *Arbour Closes* containing together by estimation, fourteen acres, or thereabouts, the *Rye Hill Closes*, containing by estimation ten acres or thereabouts, the *Charles Close*, containing by estimation twelve acres or thereabouts, the six acres of arable land in the *Rye Hill Close*, the *Corn Close* containing by

Further rent to be paid for ploughing up certain ground.

Red Jendum also
in malt.

Covenant from
the lessee to pay
the rents,

estimation seven acres or thereabouts, and the ten acres of arable land in the parish of ——— part of the premisses hereby demised, which the said *Christopher Crow*, his executors, administrators, or assigns, hath liberty to keep in tillage during the said term, but not more; the first payment thereof to begin and be made, on such of the said feast days as shall first happen next after such earing, ploughing, digging up, or converting into tillage as aforesaid, and to continue payable during the then remainder of the said term; *And also yielding and delivering* yearly during the term hereby demised, unto the parishioners of ——— aforesaid, two bushels of good malt, at the accustomed time whereon the same ought to be paid in respect of the said close of ——— AND the said *Christopher Crow*, for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said *Martba Meux*, her executors, administrators, and assigns, and also to and with the person and persons intitled to the freehold and inheritance of the said premisses, from and after her decease respectively, by these presents, in manner and form following (that is to say) that he the said *Christopher Crow*, his executors, administrators, or assigns, shall and will well and truly pay or cause to be paid unto the said *Martba Meux*, or her assigns, for and during such part of the said term as she shall happen to live, and from and after her decease,
unto

such person or persons as shall from thenceforth during the then remainder of the said term, be entitled to the freehold and inheritance of the said premises, the said yearly rent or sum of one hundred and twenty-six pounds, clear of all rates, taxes, and assessments whatsoever, (except the land-tax); *And also* all other the rent and rents, sum and sums of money hereinbefore reserved, at the days and times hereinbefore mentioned and appointed for payment thereof, as the same shall from time to time grow due and become payable, according to the true intent and meaning of these presents, and the reservations aforesaid; *And also*, that he the said *Christopher Crow*, his executors, administrators, or assigns, shall and will at his and their own proper costs and charges from time to time and at all times during the continuance of this demise, when, where, and as often as need or occasion shall be or require, well and sufficiently repair, uphold, support, sustain, maintain, amend, preserve, and keep the said messuages or tenements, out-houses, and buildings hereby demised, and all the walls, hedges, fences, gates, stiles, bridges, and inclosures thereunto belonging, in, by and with all and all manner of needful and necessary reparations, and amendments whatsoever, being allowed on the said premises, or within three miles distance therefrom, rough timber on the stem, bricks, tyles and lime, for the doing thereof, to be carried to the said

Clear of taxes

Covenant to repair the premises,

having an allowance of materials.

Exception as
to fire, tempests,
&c.

And to deliver
up the premit-
ses at the ex-
piration of the
term.

Covenant to
permit the les-
sor to take the
bark and tops
of trees cut
down for re-
pairs.

said demised premisses at the charge of the said *Christopher Crow*, his executors, administrators, or assigns, [casualties happening by fire without the wilful default of the said *Christopher Crow*, his executors, administrators, or assigns and also by lightning and tempest only excepted. (*Provided* such damages exceed at any one time three pounds) otherwise to be repaired by the said *Christopher Crow* his executors, administrators, or assigns being allowed rough timber, bricks, tiles, and lime for the doing thereof as aforesaid.] *And* the same premisses being in every respect so well and sufficiently repaired, amended and kept shall and will at the expiration or other sooner determination of this present lease peaceably and quietly leave surrender, and yield up unto the said *Martha Meux*, or her assigns if then living, but in case of her decease unto such other person or persons as shall then be entitled to the freehold and inheritance of the said premises. *And also* that he the said *Christopher Crow*, his executors, administrators, or assigns shall and will permit and suffer the said *Martha Meux* and her assigns during such part of the term hereby demised as she shall happen to live, and from and after her decease such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold and inheritance of the said premisses to have and take the bark and tops of the trees which shall be cut down

down for the repairs of the said premises as
aforesaid, to and for her and their own use.

And also that he the said *Christopher Crow*, his
executors, administrators, or assigns, shall and
will during the continuance of this demise, use,
and spread on the said demised premises all
the hay and straw arising therefrom, and all
the compost and dung which shall be made
thereby, shall spread and bestow upon the said
premises in an husband-like manner, save only
the compost or dung to be made in the last
year of this demise which the said *Christopher
Crow*, his executors, administrators, or assigns
shall leave upon the said premises unto and
for the said *Martha Meux* or her assigns if then
living, but in case of her decease, to and for
such other person or persons as shall then be
entitled to the freehold and inheritance of the
said premises without being paid or allowed
any thing for the same. *And also* that he the
said *Christopher Crow* his executors, admini-
strators, or assigns, shall not crop or sow any
part of the arable land which he hath liberty
to keep in tillage as aforesaid above two
years together, but every third year per-
mit the same to lye fallow and unsown, and
not cross crop the same or any part thereof; and
when and as it shall be laid down, shall and
will sow the same with grass seed in an husband-
like manner, and shall not mow or cause to
be mowed any of the meadow or pasture,
ground

That the lessee
shall use hay,
&c. on the pre-
mises.

And spread the
dung thereon.

Exception,

To fallow the
land.

Not to mow
more than once
a year.

To manage the ground in an husbandlike manner, preserve the trees, &c. and not commit waste.

Covenant to lay down part of the ground with clover and rye grafs the summer preceding the expiration of the term.

ground hereby demised more than once in any one year of the said term, but shall and will during the said term plow, sow, manure, and manage all the ground hereby demised in a due and regular course of husbandry according to the custom of the country, and preserve all the trees, young oaks and saplings growing on the said premises, and not do or commit, or cause to be done or committed any manner of waste, spoil, or destruction in or upon the said demised premises or any part thereof. *And also* that he the said *Christopher Crow*, his executors, administrators, or assigns shall and will the summer preceding the expiration or other sooner determination of this demise, summer fallow eighteen acres of such part of the arable land hereby demised as shall be then in course in an husband-like manner, fit to be sown with a crop the ensuing season, and also lay down with clover seed and rye-grass sixteen acres more of the arable land hereby demised, which shall be then in tillage and sow upon each acre thereof eight pounds of the best clover seed and two bushels of the best rye grass seed. *And* shall and will permit and suffer the said *Martba Meux* or her assigns if then living, but in case of her decease, such other person or persons as shall then be intitled to the freehold or inheritance of the said premises, her, his, or their assigns with servants, horses, ploughs, carts, and other necessities

cessaries from and after the first day of *February* next preceding the expiration or other sooner determination of this present lease to enter into and upon such closes and grounds part of the hereby demised premisses as by course of the seasons shall then lye fallow and unsown, and the same to plough, fallow, and manure, at her, his, or their free wills and pleasures, and for that purpose to have and take the dung that shall be then in the yard or yards belonging to the said demised premisses. *And further* that it shall and may be lawful to and for the said *Martha Meux* and her assigns during such part of the term hereby demised as she shall happen to live, and from and after her decease to and for such person or persons as shall from thenceforth during the then residue of the said term be entitled to the freehold and inheritance of the said premisses with workmen or others in her or their company or without twice or oftener in every year during the term hereby granted at seasonable times in the day time, to enter and come into and upon the said demised premisses or any part thereof, there to view, search, and see the state and condition of the reparations of the same, and of all defaults, defects or want of reparations which upon every or any such view shall be from time to time found, to give or leave notice or warning thereof in writing at the said demised premisses, unto and for the said *Christopher*

Covenant to permit the lessor to enter at Candlemas preceding the expiration of the term and cultivate, &c.

The lessor may enter to view the repairs.

Proviso of re-
entry in case
of non-pay-
ment of the
rents, &c.

Christopher Crow, his executors, administrators, or assigns, to repair and amend the same within the space of two months then next following within which said time and space of two months next after every such notice or warning he the said *Christopher Crow*, his executors, administrators, or assigns, shall and will repair and amend the same accordingly, being allowed such materials for the doing thereof as afore-said (except as hereinbefore is excepted,) *Provided always* and these presents are upon this condition nevertheless, that if the said rents above reserved or any of them, or any part of them, or any of them shall happen to be behind and unpaid by the space of twenty-one days next after either of the said feasts whereon the same ought to be paid as afore-said, (if demanded) or if the said *Christopher Crow*, his executors, administrators, or assigns shall not well and truly observe, perform, fulfil and keep all and every the covenants, articles, conditions, and agreements in these presents expressed and contained on his and their parts and behalves to be kept done and performed, then and from thenceforth in either of the said cases it shall and may be lawful to and for the said *Martha Meux* and her assigns, if then living, but in case of her decease to and for such person or persons as shall be then intitled to the freehold and inheritance of the said premises into the same premises

misses or any part thereof, in the name of the whole to re-enter, and the same to have again, retain, repossess and enjoy as in her, his, or their first and former estate, and the said *Christopher Crow*, his executors, administrators, and assigns, and all other tenants and occupiers of the premises thereout and from thence utterly to expel, put out, and amove, and that from and after such re-entry made this present lease, and every clause, article, and thing herein contained on the lessor's part and behalf to be done and performed, shall cease, determine and be utterly void to all intents and purposes whatsoever, any thing in these presents contained to the contrary thereof in any wise, notwithstanding. *And* the said *Martha Meux* for herself, her executors, administrators, and assigns doth covenant, promise, and agree to and with the said *Christopher Crow*, his executors, administrators, and assigns, by these presents in manner following, (that is to say) that she the said *Martha Meux* or her assigns, during such part of the said term as she shall happen to live, and from and after her decease, such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold and inheritance of the said premises, shall and will from time to time at seasonable times in the year upon every reasonable request, when and so often as need shall require during the continuance of this demise,

Covenant from the lessor to provide the lessee materials to repair.

demise, find, provide for, and allow unto the said *Christopher Crow*, his executors, administrators, or assigns on the said demised premises or within three miles distance therefrom necessary rough timber on the stem, bricks, tiles, and lime for such the repairs of the said messuages or tenements, out-houses and buildings hereby demised, together with the gates, stiles, pails, rails, and fences belonging thereunto respectively, as aforesaid, the said materials to be carried to the said demised premises at the charge of the said *Christopher Crow*, his executors, administrators, or assigns. *And also* that for and notwithstanding the exception aforesaid, or any clause or thing hereinbefore contained to the contrary, it shall and may be lawful to and for the said *Christopher Crow*, his executors, administrators, and assigns, yearly and every year during the continuance of this present lease at seasonable times in the year, and in an husband-like manner to cut and plash the hedges belonging to the said demised premises; and to lop such trees therein as have been usually lopped (provided they be not of less than nine years growth) and to take the wood thereof coming after such hedges and fences shall be well and sufficiently made up to his and their own use and uses so as the said *Christopher Crow*, his executors, administrators, or assigns, do and shall well and sufficiently cleanse and scour the ditches against and

The lessee may
cut and plash
the hedges,

and lop trees,
of a certain
growth.

and belonging to the same hedges and fences, and preserve the said hedges and fences to the end of the said term in an husbandlike manner. *And also* that he the said *Christopher Crow* his executors, administrators, or assigns, shall and may at any time during this demise, except only in the last year thereof, have liberty to dispose of any quantity of the hay and straw arising from the said premises on bringing and laying upon the same premises where most need requires, one good load of rotten dung for every load of hay and straw so sold and disposed of. *And also* that he the said *Christopher Crow*, his executors, administrators, or assigns, paying the rents and performing the covenants, and agreements hereinbefore contained on his and their parts to be paid, done, and performed, shall or lawfully may, peaceably and quietly have, hold, and enjoy the said hereinbefore demised premises with the appurtenances during the term hereby granted, without the lawful let, hindrance, or interruption of or by the said *Martba Meux* or her assigns, or any other person or persons lawfully claiming or to claim by, from, or under her, them, or any of them. *Provided always* and these presents are upon this condition nevertheless that it shall and may be lawful to and for the said *Christopher Crow*, his executors, administrators, or assigns to determine and make void this lease, and to be absolutely discharged

The lessee may dispose of the hay and straw bringing upon the premises a certain quantity of dung.

Covenant for peaceable enjoyment.

Power to the lessee to determine the lease.

therefrom at the expiration of the first nine or fifteen years of the said term of twenty-one years hereby granted, on causing notice or warning in writing for that purpose to be given to or left for the said *Martha Meux* or her assigns, if then living, but in case of her decease, to and for such other person or persons as shall then be intitled to the freehold and inheritance of the said premises at her, his, or their then usual or last place of abode six callendar months at least before the time intended for determining the same as aforesaid, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding.

I approve of this draft,

W. Fogg.

No. III.

A Building Lease.

The considera-
tion.

The demise.

THIS INDENTURE made, &c. between *Mary Bew* of, &c. of the first part, and *Richard Cliff* of, &c. of the other part, *witneseth*, That the said *Mary Bew* for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained by and on the part and behalf of the said *Richard Cliff* his executors, administrators, and assigns, to be paid, done, and performed, hath demised, leased, set, and to farm let, and by these presents doth demise, lease, set, and to farm let,

let, unto the said *Richard Cliff*, his executors, administrators, and assigns, Parcels. ALL that piece or parcel of ground situate, lying, and being on the South side of ——— aforesaid, in the said parish of *Saint Luke*, containing in breadth on the North side thereof fifty-six feet, six inches of assize, and in depth on the East-side thereof sixty-one feet of assize or thereabouts, be the same more or less, and on the West-side thereof runs South-west thirty-eight feet six inches of assize, and from thence East forty-four feet nine inches of assize, and from thence South nineteen feet six inches of assize, and from thence East twenty-four feet of assize or thereabouts, be the same more or less, together with the messuages or tenements and other the erections and buildings thereon, which the said *Richard Cliff* shall have free liberty to pull down and to take to and for his own use; which said piece or parcel of ground abuts North on ——— aforesaid, South on gardens to some houses on the North side of ——— belonging to the said *Mary Bew* now on lease to ——— East, on buildings in ruins, and West on a messuage and garden in the occupation of the said *Richard Cliff*, and is more particularly delineated and described in the plan or ground plot thereof in the margin of these presents, together with all erections and buildings to be erected and built thereon, and all ways, paths, passages, drains, waters, water-

General words.

courses, easements, profits, commodities, and appurtenances whatsoever, belonging, and which shall belong to the said hereby demised premises, or any part or parcel thereof.

Habendum.

To have and to hold the said piece or parcel of ground, messuages, or tenements, erections, buildings, and premises hereby demised or intended so to be, with their and every of their appurtenances unto the said *Richard Cliff*, his executors, administrators, and assigns, from the feast day of *Saint Michael* the archangel last past, before the date hereof, for and during, and unto the full end and term of sixty-one years, from thence next ensuing, and fully to be compleat and ended, *yielding and paying* therefore for the first year of the said term hereby demised, the rent of a pepper corn on the last day thereof, if demanded; *and yielding and paying* therefore, yearly and every year for and during the remaining sixty years of the said term hereby demised unto the said *Mary Bew*, her heirs and assigns the yearly rent or sum of ——— pounds of lawful money of *Great Britain*, by half yearly payments on the feast days of the annunciation of the Blessed Virgin *Mary* and *Saint Michael* the archangel in each year, by even and equal portions, the first payment thereof to begin and be made on the feast day of the annunciation of the Blessed Virgin *Mary*, which will be in the year of our Lord ———, the said several rents to

Reservation of
a pepper corn for
the first year.

The rent reserved during
the remainder
of the term.

be

be paid and payable from time to time on the several feasts aforesaid during the said term, free and clear of all rates, taxes, charges, assessments, and payments whatsoever, taxed, charged, assessed, or imposed, or to be taxed, charged, assessed, or imposed, upon the said hereby demised premises, or any part thereof, by authority of parliament or otherwise howsoever during the said term hereby granted. And the said *Richard Cliff* for himself, his heirs, executors, administrators, and assigns doth covenant, promise, and agree to and with the said *Mary Bew*, her heirs and assigns, by these presents in the manner following (that is to say) that he the said *Richard Cliff*, his executors, administrators, and assigns, shall and will yearly and every year, during the last sixty years of the said term hereby granted, well and truly pay or cause to be paid unto the said *Mary Bew*, her heirs and assigns the said yearly rent or sum of — pounds of lawful money of *Great Britain* on the several days and times, and in the manner hereinbefore limited and appointed for payment thereof, without making any deduction or abatement thereout for or in respect of any rates, taxes, assessments, duties, charges or impositions whatsoever, taxed, charged, assessed, or imposed, or to be taxed, charged, assessed, or imposed upon the said hereby demised premises, or any part thereof,

Covenant from
the lessee to
pay the rent,

clear of all
taxes,

which he covenants to levy.

Covenant to build.

Covenant to repair.

of, during the said term hereby granted; *All* which rates, taxes, assessments, duties, charges, and impositions, he the said *Richard Cliff*, his executors, administrators, and assigns, shall and will bear, pay, and discharge, and thereof and therefrom acquit, save harmless, and keep indemnified the said *Mary Bew*, her heirs and assigns; *AND* that he the said *Richard Cliff*, his executors, administrators, and assigns, shall and will before the expiration of the first year of the said term hereby granted, at his and their own proper costs and charges, erect, build, compleat, and in a workmanlike manner, finish one or more good and substantial brick messuages or tenements, upon some part of the ground hereby demised, and shall and will lay out and expend therein, the sum of ——— pounds or upwards; *And also* that he the said *Richard Cliff*, his executors, administrators, and assigns, shall and will from time to time, and at all times, from and after the said messuage or tenement, messuages or tenements, erections and buildings on the said piece of ground hereby demised shall be respectively compleated and finished, during the remainder of the said term hereby granted, when, where, and as often as need or occasion shall be and require, at his and their own proper costs and charges, well and sufficiently repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend, and keep the said

said messuage or tenement, messuages or tenements, erections and buildings, and all the walls, rails, lights, pavements, grates, privies, sinks, drains, and water-courses thereunto belonging, and which shall belong to the same, in by and with all and all manner of needful and necessary reparations, cleansings, and amendments whatsoever; *And* that he the said *Richard Cliff*, his executors, administrators, and assigns, shall not, nor will during the said term hereby granted, permit, or suffer any person or persons to use, exercise, or carry on, in, or upon the said hereby demised premises, or any part thereof, any trade or business which may be nauseous or offensive, or grow to the annoyance, prejudice, or disturbance of any of the other tenants of the said *Mary Bew*, near adjoining thereto; *And* the said messuage or tenement, messuages or tenements, erections, buildings, and premises, with the walls, pavements, sewers, and drains belonging thereto, being in every respect so well and sufficiently repaired, upheld, supported, sustained, maintained, paved, purged, scowered, cleansed, emptied, amended, and kept, shall and will at the expiration or other sooner determination of the said term hereby granted, peaceably and quietly leave, surrender, and yield up unto the said *Mary Bew*, her heirs and assigns, together with all doors, locks, keys, bolts, bars, wainscots, chimney-pieces, slabs,

Not to suffer
any nuisance;

Covenant to
deliver up the
premises at the
end of the term,

with all fixtures.

foot paces, windows, window-shutters, partitions, dressers, shelves, pumps, water-pipes, rails, and all other things which shall be any ways fixed and fastened to, and shall be standing, being, and set up in and upon the said premises hereby demised, or any part thereof within the last seven years of the said term hereby granted ;

Covenant to insure the premises from fire,

And that he the said *Richard Cliff*, his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, from time to time sufficiently insure all and every the messuages or tenements, erections or buildings which shall be erected and built upon the said piece or parcel of ground hereby demised, or any part thereof from casualties by fire, during the then remainder of the said term hereby granted, in some or one of the publick offices kept for that purpose in *London* or *Westminster*, and in case the said messuages or tenements, erections or buildings, or any of them, or any part of any of them, shall at any time or times during the said term be burnt down, destroyed, or damaged by fire, shall and will from time to time immediately afterwards rebuild, or well and sufficiently repair the same ; *And further* that it shall and may be lawful to and for the said *Mary Bew*, her heirs and assigns, or any of them, with workmen and others, in her their or any of their company or without, to enter and come into and upon the said demised premises, and every

and to rebuild in case of damage.

Power to the lessor to enter upon the premises during the last 7 years, to take an inventory of the fixtures.

part

part thereof, at seasonable and convenient times in the day-time as well at any time or times during the last seven years of the said term hereby granted, to take an inventory or schedule of the several fixtures and things then standing and being in and upon the said hereby demised premises, which are to be left at the end of the said term, to and for the use of the said *Mary Bew*, her heirs and assigns, pursuant to the covenant hereinbefore in that behalf contained; *As also* twice or oftener in every year, during the said term hereby granted, to view, search, and see the defects and want of reparations of the same premises, and of all defects and want of reparations, which upon every or any such view or search, shall be from time to time found, to give or leave notice or warning thereof in writing, at or upon the said demised premises, unto and for the said *Richard Cliff*, his executors, administrators, or assigns, to repair and amend the same; *and* that he the said *Richard Cliff*, his executors, administrators, or assigns, shall and will within three months next after every such notice or warning shall be given or left, at his and their own proper costs and charges, well and sufficiently repair, amend, and make good all and every the defects and want of reparations, whereof such notice or warning shall be so given or left as aforesaid; *Provided always* nevertheless and these presents are upon this condition that if the said yearly rent or sum of ——— pounds hereby

And twice a year or oftener during the term, to inspect the state of repairs.

Notice to be given to the lessee to repair.

The lessee's covenant to repair.

Proviso of re-entry in case of non-payment of rent or non performance of covenants,

hereby reserved, or any part thereof, shall be behind and unpaid, by the space of thirty days next after either of the said feasts or days of payment; whereon the same ought to be paid as aforesaid; (being lawfully demanded) or if the said *Richard Cliff*, his executors, administrators, and assigns, shall not well and truly observe, perform, and keep all and every the covenants, articles, clauses, conditions, and agreements, in these presents expressed and contained, on his and their parts and behalves, to be performed and kept according to the true intent and meaning thereof, THEN and from thenceforth, in either of the said cases, it shall and may be lawful to and for the said *Mary Brew*, her heirs and assigns, into and upon the said demised premisses, or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, re-possess, and enjoy, as in her and their first and former estate, and the said *Richard Cliff*, his executors, administrators, or assigns, and all other tenants, and occupiers of the said premises thereout, and from thence utterly to expel, put out, and remove, and that from and after such re-entry made, this present lease, and every clause, article, and thing herein contained on the lessor's part and behalf, from thenceforth to be done and performed, shall cease, determine, and be absolutely void to all intents and purposes whatsoever, any thing hereinbefore contained to the

con-

contrary thereof in anywise notwithstanding;
And the said *Mary Bew*, for herself, her heirs
 and assigns doth hereby covenant, promise,
 and agree to, and with said *Richard Cliff*, his
 executors, administrators, and assigns, that he
 the said *Richard Cliff*, his executors, administra-
 tors, and assigns, paying the said yearly rent
 hereby reserved, in manner and form aforesaid,
 and observing, performing, and keeping all
 and singular the covenants and agreements
 herein before mentioned, on his and their parts
 and behalves, to be performed and kept, shall
 and may lawfully, peaceably, and quietly have,
 hold, occupy, possess, and enjoy the said piece
 or parcel of ground and premisses hereby de-
 mised, with their and every of their appurte-
 nances, for and during the said term of sixty-
 one years hereby granted, without any lawful
 let, suit, trouble, denial, or interruption, of
 or by the said *Mary Bew*, her heirs or assigns,
 or any other person or persons lawfully claim-
 ing or to claim, by, from, or under her, them,
 or any of them. IN WITNESS, &c. T. W. W.

The lessor's co-
 venant for
 peaceable en-
 joyment.

*A Lease, from a Lessee for a long Term, of an
 House and Premises in London, determinable
 at the first seven or fourteen Years.*

No. IV.

THIS INDENTURE, &c. between *Samuel
 Soames*, of, &c. of the one part; and
Joseph Jarrat of, &c. of the other part; Wit-
 nesseth

The considera-
 tion.

The demise.

Parcels.

Exception of
sewers, &c.

nesseth that for and in consideration of the payment of the yearly rent and performance of the covenants, conditions, and agreements hereinafter reserved, mentioned, and contained, by and on the part and behalf of the said *Joseph Farrat*, his executors, administrators, and assigns, to be paid, kept, done, and performed, he the said *Samuel Soames*, *Harb* demised, leased, set, and to farm let, and by these presents *Doth* demise, lease, set, and to farm let, unto the said *Joseph Farrat*, his executors, administrators, and assigns; *All* that messuage or tenement, situate, standing, and being on the North side of ——— street aforesaid, heretofore in the occupation of the said *Samuel Soames*, but now of the said *Joseph Farrat*, abutting East, on a messuage or tenement in the occupation of Mr. *Cra*, West on a gateway leading to other premisses belonging to the said *Samuel Soames*, in the occupation of Mr. *Ship*, and North on a warehouse also belonging to the said *Samuel Soames*, together with all rooms, chambers, vaults, cellars, follars, areas, lights, yards, back-sides, ways, paths, passages, drains, water-courses, profits, commodities, advantages, hereditaments, and appurtenances whatsoever, to the said messuage or tenement, and premisses belonging, or in anywise appertaining (except and always reserved out of this present demise, such drains and water-courses as now are, or hereafter shall be made, under or through

through the said hereby demised premisses, or any part thereof, for the conveying water and soil from the other houses and premisses of the said *Samuel Soames*, with full and free liberty to make, repair, and continue the same (the several other tenants of the said *Samuel Soames*, on reasonable request contributing their several shares and proportions of the charges of cleansing and repairing the same as often as need shall require)

To have and to hold the said messuage or tenement and premisses hereby demised or intended so to be, with their and every of their appurtenances (except as before excepted) unto the said *Joseph Jarrat*, his executors, administrators and assigns, from the feast day of Saint *Michael* the Archangel, next ensuing the date hereof, for and during, and unto the full end and term of twenty-one years then next ensuing, and fully to be compleat and ended; NEVERTHELESS, with full and free liberty for the said *Samuel Soames* and *Joseph Jarrat*, or either of them, their or either of their executors, administrators or assigns, to determine and make void this lease, and to be absolutely discharged therefrom, either upon the said *Samuel Soames*, his executors, administrators, or assigns, causing full six months previous notice or warning in writing, for that purpose, to be given to or left for the said *Joseph Jarrat*, his executors, administrators, or assigns, at his or their then usual or last place of abode, or upon the said

Joseph

Habendum for
21 years.

Determinable at
the first 7 or 14
years.

Rebendum.

**Covenant to pay
the rent,**

Joseph Jarrat, his executors, administrators, or assigns, causing the like notice to be given to or left for the said *Samuel Soames*, his executors, administrators, or assigns, at his or their then usual or last place of abode; *yielding and paying* therefore yearly and every year during the said term hereby granted unto the said *Samuel Soames*, his executors, administrators, or assigns, the yearly rent or sum of one hundred and eighty-three pounds of lawful money of *Great Britain*, by quarterly payments on the feasts of the birth of our Lord Christ, the annunciation of the Blessed Virgin *Mary*, the nativity of Saint *John* the Baptist, and Saint *Michael* the archangel, in each year, by even and equal portions, free and clear of and from all parliamentary, parochial, and other taxes whatsoever, the first quarterly payment thereof to begin and be made on the feast of the birth of our Lord Christ, next ensuing the date hereof; And the said *Joseph Jarrat* doth hereby for himself, his executors, administrators, and assigns, covenant, promise, and agree, to and with the said *Samuel Soames*, his executors, administrators, and assigns by these presents, in manner and form following, that is to say, that he the said *James Jarrat*, his executors, administrators, or assigns, shall and will yearly and every year during the * *continuance of the*

* If the term is not determinable these and the subsequent words in *Italics* are to be omitted.

said

said term hereby demised, well and truly pay or cause to be paid unto the said *Samuel Soames*, his executors, administrators, or assigns, the said yearly rent or sum of one hundred and eighty-three pounds of lawful money of *Great Britain*, on the several days and times, and in manner and form as the same is hereinbefore reserved and made payable, *And also* shall and will well and truly pay, or cause to be paid, the land-tax or king's tax, and all other taxes, rates, assessments, and impositions whatsoever, parliamentary or parochial, which now are or shall, or may at any time hereafter, during the continuance of the said term hereby demised, be rated, taxed, charged, assessed, or imposed, on the said demised premises or any part thereof, or on the said yearly rent hereby reserved, or any part thereof. And also that he the said *Joseph Farrat*, his executors, administrators, and assigns, shall and will at his and their own proper costs and charges, well and sufficiently paint all the outside wood, and ironwork belonging to the said hereby demised messuage or tenement and premises every third year during the continuance of the said term of twenty-one years hereby demised; and at his and their like proper costs and charges, from time to time, and at all times during the continuance of the said term when, where, and as often as need or occasion shall be and require, well and sufficiently repair, uphold, support, maintain, glaze, pave, purge, icower,

and all taxes,

to paint the outside of the house every third year.

To repair.

scower, cleanse, empty, amend, and keep all the glass windows of and belonging to the said messuage or tenement and premises hereby demised, and all the wainscots, rooms, floors, partitions and ceilings, and all the inside of the said messuage or tenement; together also with the tiling thereof, and all walls, rails, fences, pavements, grates, privies, sinks, drains, wells, and watercourses thereto belonging, or which shall belong to the same, in, by and with all and all manner of needful and necessary reparations, cleansing and amendments whatsoever (casualties happening by fire only excepted)

And at the end of the term surrender up the premises,

And the said messuage or tenement and premises, with the walls, rails, fences, pavements, grates, privies, sinks, drains, wells, and watercourses thereto belonging, being in every respect so well and sufficiently painted; repaired, upheld, supported, sustained, maintained, glazed, paved, purged, scowered, cleansed, emptied, amended, and kept, shall and will at the expiration or other sooner determination of the said term hereby granted peaceably and quietly leave, surrender and yield up unto the said *Samuel Soames*, his executors, administrators, or assigns; together with all and singular the doors, locks, keys, bolts, bars, wainscots, chimney-pieces, windows, window-shutters, partitions, dressers, shelves, water-pipes, rails, and other things mentioned and expressed in the schedule or inventory hereunder written, in as good plight

with certain fixtures.

plight and condition as the same now are (reasonable use and wear thereof, in the mean time, casualties happening by fire only excepted). *And also* that he the said *Joseph Jar- rat*, his executors, administrators, and assigns, shall not, nor will, during the *continuance of the* said term hereby granted, permit or suffer any person or persons, to use or follow in or upon the said hereby demised messuage or tene- ment and premises, or in, or upon any part thereof, the trade of a sedan chair-maker, but- cher, currier, soap-boiler, brewer, distiller, tal- low-chandler, tallow-melter, sugar-baker, work- ing brazier, tinman, plumber, tripe-boiler or seller, dyer, founder, smith, farrier, pipe-maker, or burner, or any nauseous or offensive business whatsoever, without the licence and consent of the said *Samuel Soames*, his executors, administrators, or assigns, first had and obtained in writing for that purpose; *And further* that it shall and may be lawful, as well to and for the said *Samuel Soames*, his executors, administrators, and assigns, as the chief landlord for the time being, of the said hereby demised premises, with workmen or others, in his, their, or any of their com- pany, or without, twice or oftener in every year during the said term hereby granted, at season- able and convenient times, in the day-time, to enter and come into and upon the said hereby demised premises, or any part thereof, there to view, search, and see the true state and condition

certain trades
not to be exer-
cised upon the
premises.

Power reserved
for the lessor to
enter upon the
premises to see
the state of the
repairs.

herèby reserved, or any part thereof, shall be behind and unpaid, by the space of thirty days next after either of the said feasts or days of payment; whereon the same ought to be paid as aforesaid; (being lawfully demanded) or if the said *Richard Cliff*, his executors, administrators, and assigns, shall not well and truly observe, perform, and keep all and every the covenants, articles, clauses, conditions, and agrèements, in these presents expressed and contained, on his and their parts and behalves, to be performed and kept according to the true intent and meaning thereof, THEN and from thenceforth, in either of the said cases, it shall and may be lawful to and for the said *Mary Bew*, her heirs and assigns, into and upon the said demised premisses, or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, re-possess, and enjoy, as in her and their first and former estate, and the said *Richard Cliff*, his executors, administrators, or assigns, and all other tenants, and occupiers of the said premises thereout, and from thence utterly to expel, put out, and amove, and that from and after such re-entry made, this present lease, and every clause, article, and thing herein contained on the lessor's part and behalf, from thenceforth to be done and performed, shall cease, determine, and be absolutely void to all intents and purposes whatsoever, any thing hereinbefore contained to the

CON-

contrary thereof in anywise notwithstanding;
And the said Mary Bew, for herself, her heirs
 and assigns doth hereby covenant, promise,
 and agree to, and with said *Richard Cliff*, his
 executors, administrators, and assigns, that he
 the said *Richard Cliff*, his executors, administra-
 tors, and assigns, paying the said yearly rent
 hereby reserved, in manner and form aforesaid,
 and observing, performing, and keeping all
 and singular the covenants and agreements
 herein before mentioned, on his and their parts
 and behalves, to be performed and kept, shall
 and may lawfully, peaceably, and quietly have,
 hold, occupy, possess, and enjoy the said piece
 or parcel of ground and premises hereby de-
 mised, with their and every of their appurte-
 nances, for and during the said term of sixty-
 one years hereby granted, without any lawful
 let, suit, trouble, denial, or interruption, of
 or by the said *Mary Bew*, her heirs or assigns,
 or any other person or persons lawfully claim-
 ing or to claim, by, from, or under her, them,
 or any of them. IN WITNESS, &c. T. W. W.

The lessor's co-
 venant for
 peaceable en-
 joyment.

*A Lease, from a Lessee for a long Term, of an
 House and Premises in London, determinable
 at the first seven or fourteen Years.*

No. IV.

THIS INDENTURE, &c. between *Samuel
 Soames*, of, &c. of the one part; and
Joseph Jarrat of, &c. of the other part; Wit-
 nesseth

The considera-
 tion.

Covenant for
peaceable en-
joyment,

free from the
rents and co-
venants in the
original lease,
whereby the
lessor holds the
premises.

in contained to the contrary thereof, in any
wise notwithstanding. AND the said *Samuel
Soames*, for himself, his executors, administra-
tors, and assigns, doth covenant, promise, and
agree, to and with the said *Joseph Farrat*, his
executors, administrators, and assigns, by these
presents in the manner following, (that is to
say) that he the said *Joseph Farrat*, his execu-
tors, administrators, and assigns, paying
the said yearly rent hereby reserved in man-
ner aforesaid; and performing the cove-
nants and agreements hereinbefore contained
on his and their parts and behalves to be per-
formed and kept, shall and lawfully may peace-
ably and quietly have, hold, occupy, pos-
sess, and enjoy the said messuage or tenement,
and premises hereby demised, and every part
thereof, for and during the said term of twen-
ty-one years hereby granted, without any law-
ful let, suit, trouble, denial, or interruption of
or by the said *Samuel Soames*, his executors,
administrators, or assigns, or any other per-
son or persons lawfully claiming or to claim
by, from, or under him, them, or any of them.
AND that freed and discharged or otherwise
by the said *Samuel Soames*, his executors, admi-
nistrators, and assigns well and sufficiently
saved, kept harmless, and indemnified, of and
from the rent and covenants reserved and
contained in the original lease whereby the
said *Samuel Soames* holdeth the said hereby
demised

demised premises for a longer term than is hereby granted, and of and from all actions, suits, costs, charges, troubles, re-entries, distresses, damages, claims, and demands whatsoever, for or by reason or means of the non-payment of the rent, or non-performance of any of the covenants in the same lease, reserved and contained as aforesaid, or any of them. IN WITNESS, &c.

If the lessor is to pay the taxes, insert the following covenant before that for peaceable enjoyment.

That he the said *Samuel Soames*, his executors, administrators, and assigns, shall and will, from time to time, and at all times during the said term hereby granted, well and truly pay, or allow out of the rent hereby reserved, all rates, taxes, duties, charges, and assessments whatsoever, either parliamentary or parochial that shall or may be assessed, charged, rated, or imposed on the said hereby demised premises, or any part thereof, and thereof and therefrom save harmless, and keep indemnified the said *Joseph Farrat*, his executors, administrators and assigns, and also, &c.

A proviso for either the lessee or lessor to determine the lease where the premises are freehold.

Provided always and these presents are upon this condition nevertheless, that it shall and may be lawful to and for either the said *Elizabeth Richards*, her heirs or assigns, or the said *Richard Smith*, his executors, administra-

tors, or assigns to determine and make void this lease at the expiration of the first seven, or fourteen years of the said term of twenty-one years hereby granted, on causing notice or warning in writing for that purpose, to be given to or left for the other of them, her or his heirs, executors, administrators, or assigns, at her, his, or their then usual or last place of abode, six calendar months at least before the time limited for determining the same as aforesaid, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A proviso giving power to the lessee to determine the lease from
a draft approved by Mr. DUANE.

Provided always, and it is hereby mutually agreed by and between the said parties hereto, that if the said *Moses de Paiba*, his executors, administrators; or assigns, shall be minded and desirous to quit the said demised premises and surrender and deliver up this present demise, and his and their term and interest therein at the end and expiration of the first seven years or fourteen years of the said term of twenty-one years hereby granted, and of such his or their mind and intention shall signify or give notice or warning in writing to the said *Elizabeth Batt* or her assigns during her life, or after her decease to such person or persons as are or shall be intitled to the premises expectant

pectant upon or in remainder after her decease, to be left at her, his, or their usual place of abode six callendar months at least, before the end and expiration of the said first seven or fourteen years, and if the said yearly rent be paid up to such time of quitting, and the premisses be left in due repair and condition according to the covenants aforesaid for that purpose; then, from and after the end and expiration of the said first seven years or fourteen years (which of the said times shall be mentioned in such notice or warning) this present demise and every thing herein contained, shall cease, determine, and be utterly void and of none effect, to all intents and purposes whatsoever, in like manner as if the said whole term of twenty-one years had elapsed and run out, any thing herein contained to the contrary notwithstanding. In witness, &c.

A proviso for making void a lease in case of the death of the lessee.

Provided also, and these presents are upon this condition nevertheless, that if the said M. S. shall happen to die at any time during the term hereby demised, and the executors, administrators, or assigns of the said M. S. shall at any time after the expiration of the first three years of the said term of seven years hereby demised be minded and desirous

to quit and leave the said demised premises, and of such his mind or intention shall on any quarter day after the expiration of the said three years, give or leave six months notice or warning in writing to or for the said C. D. his executors, administrators, or assigns, at his or their then place or places of abode (he the said C. D. his executors, administrators, or assigns, having first paid the rent, and performed and kept all and singular the covenants, provisoes, and agreements herein contained on his and their parts, to be paid, done, and performed) *Then* and in such case at the expiration of the said six months (such notice having been first given as aforesaid) these presents and the term hereby granted as for any further continuance shall cease, determine, and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

Covenants to renew a lease.

AND further that the said vicar and churchwardens of such part of the said parish of St. ——— as aforesaid, or their successors, for the time being, shall and will at the costs and charges of the said *John Holmes*, his executors, administrators, and assigns, (if thereto requested by him or them, six months before the expiration of the term hereby demised) grant another lease of the aforesaid premises to the said *John Holmes*,

Holmes, his executors, administrators, or assigns, for the further term of fourteen years, to commence from the expiration of the term hereby granted thereof, at and under the same yearly rent, and containing therein the like covenants and agreements, as are in these presents contained, he the said *John Holmes*, his executors, administrators, or assigns, executing at the same time a counter-part thereof, and also paying a fine or sum of fifty pounds to the said vicar and churchwardens for the time being, on their executing such new lease; AND also that the said vicar and churchwardens, or their successors for the time being, shall and will in like manner on the expiration of such new lease, so to be granted of the said premises as aforesaid, at the like request, costs, and charges of the said *John Holmes*, his executors, administrators, and assigns, grant a further lease of the same premises, to the said *John Holmes*, his executors, administrators, or assigns, for the further term of fourteen years, to commence from the expiration of such new intended lease, at and under the same yearly rent, covenants, and agreements as are in these presents contained, and so from time to time, on the expiration of every such renewed lease of the said premises, shall and will at the like request, costs, and charges, grant a like lease thereof to the said *John Holmes*, his executors, administrators, or assigns, for the further term of fourteen years, to commence from the expiration of
every

every such last renewed lease, until the full term of ninety-seven years, three-quarters of a year, two months, and eleven days, to be computed from the commencement of this present lease, shall have been granted of the said premisses, to the said *John Holmes*, his executors, administrators, or assigns, by such successive leases as aforesaid, he the said *John Holmes*, his executors, administrators, or assigns, always paying a fine or sum of fifty pounds, unto the said vicar and churchwardens, or their successors for the time being, on their granting every such renewed or further lease of the said premisses as aforesaid, and also at every such time or times executing a counterpart and counterparts thereof. IN WITNESS, &c.

No. V.

An Indorsement for continuing a Lease for a longer Term, after the Expiration of the Present.

THIS INDENTURE, &c. between the within named duke of *Bedford*, of the one part, and the within named — of the other part; WITNESSETH, that for and in consideration of the rent hereby reserved, and of the covenants, conditions, and agreements respectively, hereinafter contained, which on the part and behalf of him the said — his executors, administrators, and assigns, are to be paid, done, and performed, the said duke of *Bedford*, doth demise, lease, and to farm let, unto the said — his executors, administrators, and assigns, all that

that piece or parcel of ground, with the messuage or tenement thereon erected and built, and all and singular other the premisses respectively comprised in the within written lease, and thereby demised in manner therein mentioned (except as therein is excepted). To have and to hold *the said piece or parcel of ground and messuage, or tenement, and all and singular other* the premisses hereby leased, set, and to farm let, or mentioned, or intended so to be, (except as aforesaid) unto the said ——— his executors, administrators, and assigns, from the 5th day of *April*, which will be in the year of our Lord 17—, and when the said within written lease will expire, for and during, and unto the full end and term of two years longer, thenceforth next ensuing, and fully to be compleat and ended, subject to and under the like rent and payable in like manner as is within mentioned for and in respect of the rent reserved in and by the said within written lease, and subject to the like power of entry, as well on non-payment of rent, as on the happening of any of the other incidents mentioned in the within written proviso or condition of re-entry. And it is hereby declared and agreed by and between the parties to these presents, that they and their respective heirs, executors, administrators, and assigns, shall and will by these presents, during the continuance of the additional term of two years hereby granted, stand and be bound

The words in
Italics for brevity
sake may be
left out.

bound for, and in respect of the said hereby demised premisses, with the appurtenances, in such and the like covenants, conditions, and agreements respectively, as they the said parties and their respective heirs, executors, administrators, and assigns, do now stand bound in and by the said within lease, for and during the now residue unexpired, of the within mentioned term thereby granted, it being the intent and meaning hereof, that this present indorsed lease, and the additional term hereby granted, shall be upon such and the like footing, and all the covenants, clauses, conditions, and agreements respectively therein contained, be equally available, take place, and have the like force and effect to all intents and purposes as if every article, clause, matter, and thing contained in the said within lease, were word for word repeated and again inserted in these presents. IN WITNESS, &c.

I am of opinion that this indorsement will be just as effectual as a new lease, provided it be properly stamped

C. PRATT.

Cases

Cases in respect to Leases:

Whether a Lessee when there is no Exception in the Lease against Fire, is, upon the Premises being destroyed by that Casualty, liable upon the general Covenants, to pay the Rent during the Remainder of the Term, and to re-build.

No. L

A. B. by lease demised to C. D. a messuage, To hold from *Lady-day* then next, for twenty-one years, at the yearly rent of one hundred and forty pounds, payable half-yearly, with the usual covenants for the tenant to pay the rent and repair, &c. during the term, without any exception as to fire, which said messuage was during the term, and the tenant's possession consumed in the late dreadful fire which began in *Exchange Alley*.

Qu. Whether the lessee by his covenant to pay the rent and repair, &c. will not be liable during the residue of the said term, to pay the said yearly rent, and to re-build and deliver up the demised premises, at the end of the term re-built, with the wainscot, &c. scheduled in the lease in as good condition as before the fire happened?

ANSWER.

ANSWER.

I conceive the lessee bound by his covenant to re-build the premisses, and to pay the rent during the remainder of the term and at the end of it to deliver up the same in as good condition as it will be then in after reasonable use of it; but I do not think that the lessee can be compelled to a specific performance of the covenant for rebuilding, but he will be subject to an action of covenant for not doing it when the jury will give such sum by way of damages for not doing it as they will judge reasonable.

D. RYDER.

As the rent is covenanted to be paid during the term, I think it not suspended by the accident which happened, but that it is recoverable according to the covenant in the lease during the residue of the term; and I am also of opinion that the lessee is by the covenant reserved for that purpose compellable to rebuild and deliver up the premisses, together with the things scheduled in a tenantable condition at the expiration of the lease or otherwise to answer damages for not doing it; but what damages a jury may give in a case of this nature is uncertain; and therefore it may be prudent to adjust the affair amicably on reasonable terms if it can be done, for the whole as I said before, must be otherwise settled

ted by a jury in damages and there is no reason to expect from a court of equity any specific remedy to compel the lessee to rebuild.

Whether a lessee can compel the lessor to rebuild premises destroyed by fire, the lessor having received from the fire office the money insured.

No. II.

BY INDENTURE of lease *John Beer* in consideration of the rent, and the covenants therein after contained on the lessee's part, demised to *Stephen Geare* and *John Stump* two messuages with the yards and appurtenances thereto belonging on the North side of *Paternoster-row, London* (one of which was formerly the *Castle* tavern) for twenty-one years from *Michaelmas 17—*, at the yearly rent of eighty pounds payable quarterly, with liberty for the tenants to determine the said lease at the expiration of the first fourteen years thereof on giving six months previous notice in writing; and the tenants therein covenant to pay the rent and to repair the premises (destruction by fire only excepted) with the other usual covenants; and the landlord covenanted that the tenants paying the rent and performing the covenants therein contained on their parts should quietly enjoy the premises during the continuance of the lease without any interruption

12th October
1754

ruption by the landlord or any claiming under him.

Messrs. *Geare* and *Stump* during the time of their joint possession of the premisses laid out upwards of three hundred pounds in improvements and in the repairs thereof, and between *August* 1760, and 16th *December* 1765, Mr. *Stump* laid out one hundred pounds more.

26th December
1765.

Mr. *Stump* who survived Mr. *Geare* in consideration of three hundred pounds granted an under-lease of said premisses to *Samuel Jones* from *Christmas* day then next for nine years and a half, two months and thirty days, at the yearly rent of eighty pounds payable quarterly, with liberty for the tenant to determine said lease at the end of the first two years and three quarters thereof, on giving seven months previous notice in writing with the same covenants *mutatis mutandis* both on the part of the lessor and lessee as were contained in the lease to Messrs. *Geare* and *Stump*.

26th April
1766.

Mr. *Jones*, in consideration of four hundred pounds, assigned said premisses to Mr. *Orwry* for the remainder of his term therein, but it does not appear that Mr. *Jones* laid out any money in the repairs of the premisses during the time he was in possession thereof although he received of Mr. *Orwry* one hundred pounds more than he paid Mr. *Stump*.

In January
1770.

All the buildings on the premisses were destroyed by fire, and Mr. *Beer* received one thousand

thousand pounds of the insurance office in respect thereof, but absolutely refuses to rebuild the same in the manner they were before, and let Mr. *Orwry* have the enjoyment thereof during the remainder of the term, or to make him any satisfaction in respect of the damage he has sustained, and therefore Mr. *Orwry* applies to Mr. *Stump* for that purpose.

It is presumed the insurance money will not be sufficient to rebuild the premises as before the accident, and Mr. *Beer* apprehending that if it was built in another manner, he could let it to a greater advantage, he on that account refuses to reinstitute the premises.

Qu. Whether Mr. *Orwry* can by any and what means oblige Mr. *Stump* either to rebuild the premises in the manner they were before the accident or in any other, and what manner, and let him have the enjoyment thereof, during the remainder of the term at the same rent he before paid, or else to answer in damages for the loss he sustained by the accident, and what will be the measure of the damages, and if Mr. *Stump*

will not have the same remedy over against Mr. *Beer* and what proportion of the damages ought to be sustained by each party, and whether Mr. *Orwry* will be obliged to pay rent while the premisses remain in ruins, and please to advise Mr. *Stump* and Mr. *Orwry* (who act in conjunction) how to proceed under the circumstances of this case?

Messrs. *Geare* and *Stump* took the premisses to repair the same themselves, exclusive of damages occasioned by fire, they ought therefore to have had a covenant from the landlord to rebuild in case of fire, and as they had not, they could not oblige the landlord to rebuild.

Mr. *Jones* was the mere assignee of the term and therefore stood on the same footing as *Geare* and *Stump* did, and Mr. *Orwry* certainly as assignee of Mr. *Jones* can be in no better situation, and therefore I apprehend Mr. *Orwry* can by no means oblige Mr. *Stump* to rebuild the premisses, or to answer any damages sustained by Mr. *Orwry* by the above accident of fire; and I think Mr. *Orwry* will be liable at law to pay rent whilst the premisses lie in ruins. All this matter was determined in the
King's

King's Bench I think in *Michaelmas* term 1763 between *Morton* and *Camden*, where *Morton* brought an action for rent of a house burnt down in *Holborn* whilst the same lay in ruins and where there was the like exception of fire in the lease, and the action was brought for rent due after the fire; there was judgment in that court for the plaintiff, on a demurrer to the plea of the premises being burnt down before the rent became due, and that they were not rebuilt by the landlord.

The defendant went afterwards into the court of Chancery to oblige the landlord to rebuild, and for an injunction, but an injunction was denied, and then the defendant compromised by paying some money to the plaintiff to take up the lease and cancel it, as I have been informed, as to the agreement between the parties, but as to the rest, I know it of my own knowledge.

THOMAS WARREN.

As I presume there is no covenant or stipulation on the part of the landlord engaging him to rebuild, I do not conceive that he can be compelled to do so, nor can he at law (and I much doubt whether he can in equity) be compelled to make any abatement for the rent, the case of fire being only excepted out of the tenant's covenant to repair, and not as it should have been, out of the reservation of

the rent, or out of his covenant to pay it. It is therefore advisable for the tenants to make the best terms they can with him.

J. DUNNING.

I am of opinion *Stump* and *Geare* are liable by virtue of their covenant to pay the rent now in arrear; and also all the future rent till the expiration of the term, though the premisses should remain in the condition they are, and I apprehend *Stump* cannot, either at law or in equity, compel Mr. *Beer* to rebuild after the offer Mr. *Beer* has made to take back the estate. If there be nobody in possession, then Mr. *Beer* must proceed under the 4th *George* 2d laying the demise in the ejectment *subsequent* to the time the rent became in arrear.

JA. WALLACE.

I am of opinion that Mr. *Orwry* can have no remedy against Mr. *Stump*, there being no covenant in the lease, which can in any shape be construed to import an obligation on the part of Mr. *Stump* to rebuild in case of fire, which is a loss, that if not specially excepted, would naturally fall upon the tenant and not upon the landlord. No man is liable to make good any damage unless he has undertaken to do so, or has by some act of his occasioned the loss, neither of which is the present case. The same reasoning applies to the case of Mr. *Beer* the original

original lessor, except his having received the insurance can make any difference, and I doubt much whether it can, because the interest he had in the building, after the expiration of the term is a property that he was intitled to cover by an insurance, and paying the premium he has insured for himself and not for the tenant. The rent remains still due at law, but I incline to think that a court of equity would interpose in favour of the tenant to relieve against the payment of rent whilst the premises remain in ruins. If Mr. *Stump* and Mr. *Orwry* can have any further relief, which I think very doubtful, it can only be in this shape, to file a bill to restrain Mr. *Beer* from recovering the rent, offering to contribute as much as together with the one thousand pounds received by *Beer* will put the premises in the condition that they were in before the accident, and praying that he may be decreed to pay over the thousand pounds for that purpose. If they think it worth while to pursue this plan, it seems to me an equitable mode of restoring the interests of all the parties, and I should think the experiment worth the trial, though I know no authority that can insure success.

ALEX. WEDDERBURN.

No. III.

How far the Lessee of Premises destroyed by Fire (when there is no Exception in the Lease in respect to that Casualty) is liable to answer Damages to the Lessor.

14 Nov. 1732.

BY INDENTURE of lease the Company of Apothecaries, in consideration of one hundred pounds fine, and four hundred pounds and upwards, laid out in repairs, &c. demised to *Samuel Bridgman* a piece of ground and six messuages and all other buildings thereupon erected, or which at any time thereafter during the term demised should be erected and built with the appurtenances, with the crane and wharf, to hold from *Christmas* then next for twenty-four years, at the yearly rent of two hundred pounds clear of all taxes, with the usual covenant (amongst others) for the tenant *at all times during the term* to repair the messuages, &c. *thereby demised or mentioned, or intended to be thereby demised with their appurtenances, and being so well and sufficiently repaired, &c. to leave the same at the end of the term, together with all closets, doors, &c. and other things which then were or at any time within the said term should be made or set up in or about the premises, good, safe, whole, and undefaced, reasonable use and wearing thereof in the mean time only excepted.*

Mr.

Mr. *Bridgman* at his own charge afterwards built another house on said premises, and not being excepted from fire, had one thousand three hundred pounds insured on the said buildings in the *Hand-in-Hand* Fire Office, but the crane and a counting house were not included therein.

Mr. *Bridgman* afterwards granted a lease of a house with the crane and counting house, part of said premises to Mr. *Dixon*, who either assigned the same or granted an under-lease thereof to Mr. *Howell*.

Mr. *Howell* it is supposed thinking the five hundred pounds then insured on the house in his possession not sufficient in case of an accident by fire, as Mr. *Bridgman* had made considerable improvements therein, applied to said fire office to have one hundred pounds more insured thereon, which they complied with.

In *February* 1756, (being about three quarters of a year before the expiration of the lease,) all the buildings standing on the demised premises were burnt down.

Soon after this accident, Mr. *Bridgman's* widow and executrix proposed that if the Company would accept a surrender of their lease, she would pay them the whole insurance money if Mr. *Howell* would pay her the six hundred pounds he had received, but he refusing to pay any more than five hundred pounds, the

Original Precedents

treaty was dropt, and now *Mrs. Bridgman* absolutely refuses to pay the Company any more than one thousand pounds, alledging she is only obliged to answer in damages the value of the houses at the time the fire happened, which, exclusive of the house built after the commencement of the lease, and for which she is not obliged to answer any damages, did not exceed that sum, and that the insurance money is not the true measure of the damages; for if the houses had only been insured for half their value, it could not be supposed the Company would have accepted the money, but expected their full value, and by the same rule if they have been insured for more, the Company ought not to expect the surplus, or that at least she ought to have an allowance out of the insurance money, of the money insured on the house built by *Mr. Bridgman*; and the rent accrued due after the accident, but the Company think the true measure of damages ought to be the whole money insured, for as the office have their election either to pay the money or rebuild, it must be supposed the houses were of the full value of the money insured, otherwise the office would have rebuilt them, and tenants have no pretence to be gainers by such an accident; for if that were the case it would induce them to set their houses on fire, which no court will encourage, and that as *Mrs. Bridgman* would have been obliged to deliver

deliver up the house built by her husband as well as the others at the expiration of the lease, if not burnt down, she ought to answer in damages for the same.

N. B. The Company's workmen who surveyed the premises a little before the fire to see what repairs were wanting, are of opinion that all the said houses with the crane and counting-house which were not insured were not then worth more than one thousand two hundred pounds, but would cost more to reinstate them.

Qu. Therefore on the circumstances of this case, will not Mrs. *Bridgman* be liable at law or in equity on said covenant to answer the damages sustained by the said accident; and will not the proper measure of the damages be the whole insurance money, or must she be allowed thereout one hundred pounds insured on the house built by her husband as aforesaid and the rent accrued due after the accident; or how otherwise should the damages be ascertained?

I con-

kept and performed, did by indenture demise unto the said *Elizabeth Morf*, her executors, administrators, and assigns, all that messuage or tenement situate, lying, and being on the South-side of *Cornbill*, in the parish of *Saint Michael, Cornbill*, in the ward of *Cornbill*, then called or known by the name or sign of the Royal Point, in the tenure or occupation of the said *Elizabeth Morf*, together with all shops, cellars, follars, chambers, rooms, lights, ways, easements, passages, waters, water-courses, profits, commodities, and appurtenances whatsoever, to the said messuage or tenement belonging or in any wise appertaining; And also all that piece or parcel of ground or yard, situate, lying, and being in *Harp Alley*, on the West-side thereof, in the parish of *Saint Michael, Cornbill*, aforesaid, abutting North on the South-side of the said messuage, as the same ground or yard was then inclosed with a brick wall, and a door next the said alley, together with free liberty of ingress, egress, regress, way, and passage, to and for the said *Elizabeth Morf*, her executors, administrators, or assigns, and her and their friends and servants, and others, to come, pass, and repass, to and from the street of *Cornbill*, by and through the said alley, to the door-way in the said wall of the said yard, or otherwise to the same; To hold the said messuage or tenement, with the appurtenances unto the said *Elizabeth Morf*, her executors, administrators, and assigns,
from

from *Christmas* then next, for and during and unto the full end and term of twenty-six years, and to hold the said piece or parcel of ground or yard, unto the said *Elizabeth Morf*, her executors, administrators, and assigns, from *Christmas* then next, for the term of five years, under the yearly rent of seventy-two pounds, for the said messuage or tenement, with the appurtenances, payable quarterly to the said *Edward Now*, his heirs and assigns, and at and under the yearly rent of eight pounds, for the said piece or parcel of ground and yard, payable quarterly to the said *Edward Now*, his executors, administrators, and assigns, by even and equal portions during the said term; and the said *Elizabeth Morf*, for herself, her executors, administrators, and assigns, did thereby covenant, promise, and agree to and with the said *Edward Now*, his heirs, executors, administrators, and assigns, that she the said *Elizabeth Morf*, her executors, administrators, or assigns, or some of them, should and would from time to time and at all times during the said respective term of twenty-six years and five years thereby respectively granted, well and truly pay or cause to be paid unto the said *Edward Now*, his heirs, executors, administrators, or assigns, the said respective reserved yearly rents of seventy-two pounds, and eight pounds, on such days and times, and in such manner and form as the same were above reserved, without fraud or guile.

guile. *And further* that she the said *Elizabeth Morf*, her executors, administrators, or assigns, or some of them, should and would at her, their, or some of their own proper costs and charges, well and sufficiently repair, support, uphold, sustain, amend, maintain, and keep the said messuage or tenement, and the brick wall of the same, and all and singular other the premisses, with their and every of their appurtenances before thereby mentioned, to be letten, in, by and with all and all manner of needful and necessary reparations, supportations, and amendments whatsoever, from time to time and at all times thereafter, when, where, and as often as need or occasion should be or require, during the respective terms thereby granted, and also at her and their like proper costs and charges, should and would well and sufficiently repair, glaze, purge, scower, cleanse, empty, and amend, all and every the glafs and glazed windows, pavements, privies, sinks, gutters, and wydraughts, of and belonging to the said demised premisses or any part or parcel thereof, when, where, and as often as occasion should require, during the said respective terms, and the said messuage, or tenement, and yard, with the brick wall, and all and singular other the premisses, with their appurtenances, being so well and sufficiently repaired, &c. in manner and form as aforesaid, together with all doors, locks, keys, bolts, hinges, iron bars, casements,

casements, partitions, implements, and other things mentioned and expressed in the schedule thereunto annexed, in as good case and condition as the same then were (reasonable use and wearing thereof, in the mean time only excepted) at the respective ends of the said respective terms thereby letten or other sooner determination of the said lease, which should first happen, peaceably and quietly surrender and yield up unto the said *Edward Now*, his heirs, executors, administrators, or assigns; usual covenants, for liberty to view the premises, and for Mrs. *Morf*, &c. to repair them in three months, and a proviso for re-entry on non-payment of the respective rents; covenant from the said *Now*, his heirs, &c. that the said *Elizabeth Morf*, her executors, &c. paying the said respective rents, during the said respective terms should quietly enjoy the premises; and that in case he or they should at any time after the expiration of the term of years thereby granted, of the said ground and yard, renew his lease for a longer term therein sufficient to make up the term twenty-six years; that he or they would grant a new lease of the said ground and yard, for such term or such other term not exceeding the same, unto the said *Elizabeth Morf*, her executors, administrators, and assigns, at the said yearly rent of eight pounds, payable quarterly, under the same covenants, as to the said ground and yard (*mutatis mutandis*)

mutandis) as in the said lease contained, she the said *Elizabeth Morf*, her executors, &c. at the same time sealing a counterpart thereof. The said *Elizabeth Morf* executed a counterpart of said lease, but the lease of the ground and yard was not renewed by the said *Edward Now*, after the expiration of the said term of five years, but the tenants held the same successively, as tenants at will, at the same rent. The said messuage afterwards, by divers mesne assignments, became vested in *John West*, who occupied the same, together with the said ground and yard for many years, and 5th May 17—, insured four hundred pounds upon it, in the *Hand-in-Hand* Fire-Office, and he from time to time paid the annual rents to the said *Edward Now*, during his life, and after his decease, to *Elizabeth Now*, his widow and administratrix, and about *Lady-day* 17—, Mr. *West* assigned the said lease to *Edward Vau*, for the remainder of the term of twenty-six years, who carried on the same trade, in the same house, and about the same time Mr. *West* assigned the policy of assurance to the said Mr. *Vau*. On 5th March last, the said messuage and premisses were burnt down and demolished, in the late dreadful fire in *Cornhill*, and the lease thereof will not expire till *Christmas* next, and there is no exception against fire in the said lease; thereupon *Edward Now* the only son and heir, and administrator, *de bonis non*,
of

of his late father *Edward Now*, the lessor, demanded of the said *Edward Vau*, the said four hundred pounds, insurance-money, and entred a *caveat* at the office against their paying the same to the said Mr. *Vau*, without Mr. *Now's* privity, and likewise insisted to be paid the growing rent which should become due for the said premisses, from time to time during the residue of said term, but on 27th May last Mr. *Vau* received the said four hundred pounds, at the insurance office. Mr. *Vau* insisted that he had put up several things in the said house, to the value of fifty pounds, and that he had the said house surveyed about five months before the said fire happened, in order to take a new lease thereof, and that his surveyors did not then value the said house at more than two hundred and fifty pounds, and therefore he expected Mr. *Now* should allow him one hundred and fifty pounds out of the said insurance-money, and forgive him the growing rent for the remainder of the said term. After several meetings, both parties referred the matter in difference to Mr. *Shott*, a linen-draper, in *Cornhill*, and Mr. *Now* then consented to forgive Mr. *Vau* the growing rent, if he would pay him the whole insurance money, and Mr. *Shott* was of opinion that Mr. *Vau* ought to pay the same to Mr. *Now*, without any deduction, and Mr. *Vau* thereupon agreed to pay the same, but now refuses

to pay it, without an allowance of one hundred and fifty pounds as aforesaid, out of the insurance money, upon a presumption that Mr. *Now* can recover no other damages of him, than two hundred and fifty pounds, which he will prove by his surveyors, to be the utmost value of the house. Therefore Mr *Now* now insists upon the whole insurance money, and the growing rent, as the same shall become due. Mr. *Now* has only the counterpart of the said lease, executed by Mrs. *Morf*, to produce, therefore cannot bring any action at law, against the said *Edward Vau*, as assignee of the said *Elizabeth Morf*, upon any of the covenants in the said lease, not knowing how or by whom or to whom the said lease has, from time to time, been assigned. The insurance money ought to be applied in re-building the messuage and premises which are burnt, and no part of it put into the tenant's pocket, and the directors usually insure no more than two thirds of the value of the buildings.

Qu. Therefore whether a court of equity will compel the said *Edward Vau*, to re-build the premises or pay the insurance money to the said *Edward Now* for that purpose, and whether it is advisable for Mr. *Now*, to bring his bill
against

against the said *Edward Vau*,
and who else must be made
parties to such bill?

As Mr. *Now* is no party to the insurance,
I think he has no specific lien on the four hun-
dred and ninety pounds insured, and therefore
cannot be intitled to recover that sum on
that account, nor will a court of equity com-
pell Mr. *Vau* to re-build, but leave him to
ascertain his damage at law, only giving him
such assistance as is necessary, by discovery or
otherwise, to enable him to proceed at law to
such trial.

Qu. Whether the said *Edward Now* can re-
cover the growing rent as it
shall become due, from time
to time, against the said
Edward Vau, in an action
of debt, or how otherwise?

I think he may recover the rent by action
of debt or covenant on the original lease;
and as he cannot be supposed to have the
deeds of assignment, by which the title is de-
rived down to *Vau*, his actual payment of
the rent, and probably his declarations will
be sufficient to prove him to be assignee of
the lease.

Original Precedents

Qu. Whether the said *Edward Now*, has a remedy against the representatives of the said *Elizabeth Morf*, or any other, and what remedy against the said *Edward Vau*, or any of the assignees of the said lease, when discovered either at law or in equity, for the said insurance money and growing rent?

He has remedy against the representatives of *Morf*, on the covenant, and against *Vau*, (but not against any intermediate assignees,) for the damages in not performing the covenants, in leaving the premises in repair, and the money *Vau* received under the policy seems not an improper measure of the damages; which however a jury must judge of.

D. RYDER.

The same Case stated in another Manner.

20th Nov. 17—

BY indenture of lease, *Edward Now*, esq; for the considerations therein mentioned, did demise, &c. here the lease was set forth, *vide* the last case.

The said *Elizabeth Morf* entred on the said premises, and laid out large sums in altering and new improving the shops and other parts of the

the said premises, and afterwards married one *Balthazar Wart*, and died in his life-time, and he, after her decease, sued out letters of administration of her goods, &c.

By indenture the said *Balthazar Wart*, as such administrator, in consideration of two hundred pounds assigned the said messuage and premises, and the said leases to *James Morf*, to hold from the 25th of *March* then last, for the then remainder of the said term. 13th April, 17—.

By indenture tripartite, made between *Henry Trol*, *Thomas Harr*, and *John Hig*, junior, assignees of the estate of the said *James Morf*, against whom a commission of bankruptcy had been then lately awarded, of the first part; the said *James Morf* of the second part; and *John West* of the third part; *Henry* and *Thomas*, and the said *John Hig*, in consideration of one hundred pounds did assign the said messuage and premises, and the said lease to the said *John West*, to hold from *Midsummer* then last, for the remainder of the said term, and such further term as should be renewed in the said ground or yard; and the said *James Morf*, by the same indenture, in consideration of five pounds, did grant and confirm the said premises to the said *John West*, to hold from the same *Midsummer* then last, for the then remainder of the said terms. 5th July, 17—.

The said *John West* entered on the said premises, and purchased divers partitions, marble-

slabs, and other improvements done to the said shop and premisses, mentioned in an inventory thereof, at their appraised value, and laid out other sums in such like new improvements to the said shops and premisses, and held the same till about the end of *March 17*—.

24th March
17—

By indenture, the said *John West*, in consideration of two hundred and ten pounds, assigned the said messuage and premisses, and the said lease to *Edward Vau*, to hold from thenceforth for the then remainder of the said term of twenty-six years.

The said *Vau* then purchased the said partitions, marble chimney-pieces, slabs and improvements, then standing on the said premisses, of the said *West*, at their appraised value, as mentioned in an inventory then taken thereof, and entred on the said premisses, and laid out other sums in such like improvements thereof. And the said messuage had been then insured in the *Hand-in-Hand* Fire-Office by the tenants thereof, about thirty-four years, for four hundred pounds, on an old general survey made by the said office's surveyor, of the value of the said messuage, when it was first insured therein; and the policy of insurance of the said messuage in the said office for seven years, in force on the said 24th *March 17*—, was then also assigned by the said *West* to the said *Vau*, and duly entered in the said insurance office: And tho' its now above forty years since the said first insurance,

surance, and the policies have been often renewed by the tenants of the said messuage, it don't appear it hath been surveyed on behalf of the said office otherwise than aforesaid: But on the 31st of *December* last, the said lease being near expiring, and the said *Vau* then intending to take a lease of the said messuage, for a further term of twenty-one years, in order to treat with the heir of the said Mr. *Now* for the same, had the said messuage carefully surveyed by an eminent surveyor and two other workmen, who reported it to be about eighty years standing, (except as to the front next *Cornbill* much out of repair and almost worn out,) that such heir or landlord thereof ought to lay out two hundred and ninety-six pounds, to fit the same up for a tenant for such twenty-one years, more than the expence of repairing dormant defects, not to be traced out on such view, and that so many defects then appeared therein that he had better re-build than repair it, and that the said messuage as then standing was not of two hundred and fifty pounds value.

The said *Vau* held the said messuage until the 25th of *March* last, when the same was wholly burnt down by the late dreadful fire (which begun at a considerable distance from the said messuage,) in *Cornbill*, without the neglect or default of himself or servants or any other, and notwithstanding all possible endeavours were used to save it: And the said

Vau lost thereby about fifty pounds of the money by him paid and expended for such new improvements, to the interior part of the said messuage; and there was then only three quarters of a year to come of the said term of twenty-six years, which expires at *Christmas* next.

N. B. The directors of the said insurance office, lately accounted with the said *Vau*, and paid him the ballance of the said four hundred pounds due to him on such insurance account, and it is stipulated in the deed of settlement, (*int. al.*') that the damage to painting is to be made good at no more than three shillings a yard, nor more than thirty pounds to be allowed for any chimney-piece.

Qu. Therefore on the circumstances of this case will Mr. *Vau* be compellable, at law, to pay any, and what rent for the said messuage since *Lady-day* last, and how far is he liable in law and equity, on the said covenant for repairing the said messuage, and chiefly in damages at law for not performing the same covenant; whether to such value of the said messuage when burnt down, or of the said balance

balance received of said four hundred pounds insured thereon, or how otherwise?

I am of opinion that Mr. *Vau* will be compellable to pay the reserved rent up to the expiration of the twenty-six years term, and that he is liable to answer in damages for the accident that has happened during his occupation, and the true measure of these damages will be the real value of the house as when it was burnt down, and the landlord under the necessity of re-building instead of repairing for a new tenant.

J. STRANGE.

Whether a Lessee of Ground who entered into an Agreement for the Purpose of granting a lease to another Person of part of that Ground for the Term which he had under the original Lease is (having obtained a further Term) compellable under such Agreement to grant a Lease for the whole Term?

No. VI

MR. *Haugb* agreed with the Company of Apothecaries for a lease of a piece of ground and wharf at *Black-friars Stairs, London*, for twenty-one years from *Christmas 17—* and Mr. *Haugb* entered upon the premises accordingly.

6th December
17—

Mr.

24th March
17—

Mr. *Haugh* entered into the following agreement with Mr. *Harrison* for a lease of part of the said premises, viz.

“ *March 14th, 17—*. It is this day agreed
“ between Mr. *John Haugh* and Mr. *John Harrison*, on condition that the aforesaid Mr.
“ *John Haugh* agrees to let on lease to the
“ aforesaid *John Harrison* for the term of years,
“ as Mr. *John Haugh*’s lease from the *Worshipful*
“ *Company of Apothecaries* shall determine. The
“ aforesaid Mr. *John Haugh* agrees to let to
“ Mr. *John Harrison* a spot of ground forty feet
“ square, consisting of one thousand six hun-
“ dred feet, at four-pence halfpenny *per* foot,
“ which is to say, at the yearly rent of thirty
“ pounds clear of all deductions, and to com-
“ mence rent at *Lady-day* from the date here-
“ of, as witness my hand,” *John Haugh*.

29th March
17—

By an agreement between Mr. *Haugh* and Mr. *Harrison* the ground let by Mr. *Haugh* to Mr. *Harrison* was more properly ascertained and the dimensions of the house to be built thereon.

Mr. *Harrison* knew the term the Company had then agreed to let Mr. *Haugh*, though the lease was not then executed, and entered upon the said premises, and laid out between four and five hundred pounds in building an alehouse thereon.

Mr. *Haugh* having himself laid out between four and five hundred pounds in building
stables

stables on the said premisses afterwards applied to the Company for a further term of ten years to be added to his lease; and accordingly

By an order of a Court of Assistants of the Company of that date taking notice that Mr. *Haugb* had laid out near one thousand pounds in erecting buildings on said premisses, it was ordered that Mr. *Haugb* should have ten years added to his lease which was to commence from *Christmas* then next for thirty years instead of twenty-one years from *Christmas* then last, and be excepted from fire on assigning the policies of insurance thereon, and agreeing that what buildings he might thereafter erect on the said premisses should be insured by and for the only benefit of the Company.

18th August
17—

A lease was accordingly granted by the Company to Mr. *Haugb* of the said premisses for thirty years commencing from *Christmas* 17—, wherein it being particularly provided that no demise or assignment of the premisses or any part thereof, should be made without the licence and consent of the Company, Mr. *Haugb* on the 17th of *August* 17— obtained their consent for granting a lease to Mr. *Harrison* of the *White Swan* alehouse for the remainder of his term therein, or any shorter time.

13th October
17—

Mr. *Harrison* now thinks he is intitled to have a lease for the whole term of thirty-one years,

years, and not for the twenty-one only, by virtue of the following words in his agreement with Mr. *Haugh*, viz. *for the term of years as Mr. John Haugh's lease from the Worshipful Company of Apothecaries shall determine*, especially as the inducement for the Company's granting the additional term was the money laid out in building on the said premises, half of which was expended by Mr. *Harrison*, who without any consideration assigned to the Company the policy of insurance from fire on the house he had built.

But Mr. *Haugh* on the contrary insists that as he was himself only intitled to a twenty-one years lease of the premises at the time of his entering into the above agreement with Mr. *Harrison*, Mr. *Harrison* cannot in justice demand any longer term, and that nothing could have created the doubt, but the inaccurate manner in which the agreement is penned, and therefore refuses to grant a longer term.

Qu. Whether under the circumstances of this case, Mr. *Harrison* can by any and what means compel Mr. *Haugh* to grant him any further or other term of the said premises than for twenty-one years from Christmas 17— according to the
the

the original lease intended to have been granted Mr. *Haugh* by the Company?

It does not appear to me, whether the lease from the Apothecaries Company originally agreed for, was a building lease or not. It seems to have been a very obscure and insufficient agreement that was made between Mr. *Haugh* and Mr. *Harrison*, but if Mr. *Harrison* was fully apprised of the nature and duration of the Company's lease to Mr. *Haugh* when he agreed for his under-lease, then, unless Mr. *Harrison* agreed to have the advantage of any further lease that Mr. *Haugh* should obtain, he could not intitle himself to a further lease in equity from Mr. *Haugh*; and though the agreement is obscurely and inaccurately expressed with regard to the duration of Mr. *Harrison*'s derivative lease, for 'tis said to be for the term of years as Mr. *John Haugh*'s lease from the Company shall determine, which seems to me to be nonsense, but all that could be meant thereby, seems to be no more than this; that Mr. *Harrison*'s lease should determine, at the same time, that the lease to Mr. *Haugh* should determine, which must mean the lease then in being, for no other lease was then in contemplation, but the first lease for twenty-one years; the order of the 18th of August 17—, shews that the Company then had agreed for a lease for twenty-one years,
and

and that they then ordered that he should have ten years added to his lease, so as to make it a lease for thirty years from *Christmas* next, instead of twenty-one years. And if Mr. *Harrison* had any notion of any further lease, or longer term, being granted to Mr. *Haugb*, than for the twenty-one years, he should have made an agreement that his lease should have had the benefit of such augmentation in the derivative lease to him; but as this is not done, I think that Mr. *Harrison* can't compel Mr. *Haugb* to grant him any other lease than a derivative lease out of the lease which he was entitled to when the agreement was made, though I think it hard in Mr. *Haugb* to take advantage of the buildings erected by Mr. *Harrison*, and to make them a ground of merit, together with the stables built by himself, for an encrease of his term, and yet to refuse to grant Mr. *Harrison* an augmented term, which he would probably have agreed to do if Mr. *Harrison* had then thought of such longer term being granted, and had required the same.

R. WILBRAHAM.

The same Case.

ON 6th December 17—, Mr. *John Haugb*, coal-merchant, agreed with the Company of Apothecaries for a piece of ground and wharf,
at

at *Black-friars Stairs, London*, for a term of twenty-one years, commencing from *Christmas 17—*, at a certain rent, which agreement or a memorandum of the same is entered in a book kept by the Company for that purpose, and the said *John Haugh* entered upon the premises accordingly.

On *14th March 17—*, Mr. *John Harrison* entered into an agreement with Mr. *Haugh* for a lease of part of the above premises, as after-mentioned, and is here verbatim set forth.

“ *March 14th 17—*. Agreed this day between
 “ Mr. *John Haugh* and Mr. *John Harrison*, that
 “ he the said *John Haugh* agreeth to let on
 “ lease to the said *John Harrison* for the term of
 “ years as *John Haugh*’s lease from the Wor-
 “ shipful Company of Apothecaries shall de-
 “ termine, a spot of ground forty feet square,
 “ consisting of one thousand six hundred feet
 “ superficial, at four pence halfpenny *per* foot,
 “ which is to say is at the yearly rent of thirty
 “ pounds *per annum*, free and clear of all de-
 “ ductions whatsoever, and to commence rent
 “ from *Lady-day* next, from the date of this
 “ agreement.”

Agreed *March 19th 17—*, for Mr. *Harrison*’s building and ground, the dimensions to be forty-one feet in front of *Water-lane*, and thirty-eight feet four inches deep from *Water-lane*, to *Howell*’s timber-yard from out to out.

At

At the time of entering into this last agreement with Mr. *Harrison*, (at which were only present Mr. *Haugb*, his carpenter and Mr. *Harrison*) no lease had been executed to Mr. *Haugb* by the Company, in consequence of their agreement of 6th December 17—, but it was well known, at the same time that the Company had agreed in manner above, to grant unto Mr. *Haugb* a term of twenty-one years, commencing as aforesaid.

Harrison entered accordingly, and has built an alehouse upon part of the ground which might cost him between three and four hundred pounds.

Mr. *Haugb* having laid out a large sum in building upon the premises, afterwards applies to the Company for a further term of ten years to be allowed him in consideration thereof, and accordingly by an agreement dated 18th August 17—, entered in the said Company's book, taking notice that in consideration of Mr. *Haugb*'s laying out near one thousand pounds in erecting buildings on the premises in question, and that he would assign the policies of insurance from fire, that thirty-one years should be granted him, to commence from Christmas 17—, and the buildings to be erected should be left on the premises and insured by the Company.

A lease was granted accordingly to Mr. *Haugb* by the Company for a term of thirty-one years, commencing from Christmas 17—.

It being particularly provided in this lease, that no demise or assignment of the premises, or any part thereof, was to be made to any person or persons without the consent and licence of the Company first had: Mr. *Haugh* on the 7th August 17—, obtains leave (likewise entered in the Company's book) for granting a lease to *Harrison* for the remainder of his term therein, or any shorter term.

Mr. *Harrison* now insists that he is intitled to have, and claims by virtue of his agreement above, a lease for the whole term of thirty-one years, and not for the twenty-one years only.

At the time of Mr. *Harrison's* agreement, please to observe, that Mr. *Haugh* was intitled himself only to twenty-one years lease, and nothing, it is apprehended, could have given birth to a demand of this sort, or even created a doubt; but the loose inaccurate manner in which the agreement is penned, viz. "*for the term of years as John Haugh's lease from the Worshipful Company of Apothecaries shall determine.*" But when it comes to be considered that at that time Mr. *Haugh*, by virtue of his agreement with the Company, had a certain absolute term only for twenty-one years, and no more, it is apprehended Mr. *Harrison* cannot, with any colour of justice, claim or be intitled to a longer term. Mr. *Haugh* insists he was to have a fine exclusive of the rent, but as nothing of that sort is mentioned in the agreement, he, it

is apprehended, however the fact may be, cannot be intitled to it.

Qu. Whether under the circumstances of this case *Mr. Haugb* is compellable to grant unto *Mr. Harrison* any further or other term than that of twenty-one years, commencing from *Christmas 17—*, according to the original lease intended to have been granted *Mr. Haugb* by the Company, and if *Mr. Haugb* can demand any fine in respect of the same upon parol proof of that fact?

Ans. I apprehend that *Mr. Haugb*, under the circumstances of this case, will not be obliged to grant unto *Mr. Harrison* a further lease of the premisses agreed to be demised to him than for twenty one years from *Christmas 17—*, and that *Mr. Haugb* hath no right to demand any fine or forfeit of *Mr. Harrison*, nor will be allowed to make parol proof thereof.

F. CAPPER.

Portgages.

Mortgages.

A Mortgage of Leasehold Premises, together with a Bond entered into by the Lessor for securing to the Mortgagor the Possession.

No. I.

THIS INDENTURE made the 6th day of November, in the seventeenth year, &c. 17—, between *William Pbills* of, &c. gentleman, of the one part, and *John Skield* of, &c. of the other part; *Whereas* by indenture of lease, tripartite, bearing date the 1st day of January 17—, and made, or expressed to be made, between *Sarah Cony* of the parish of *Saint John the Evangelist*, in the Liberty of *Westminster*, and in the said county of *Middlesex*, widow, and executrix of the last will and testament of *Henry Cony*, her late husband, deceased, of the first part; *Mary Cony* and *Elizabeth Cony*, both of the parish aforesaid, children of the said *Henry Cony*, deceased, of the second part; and the said *William Pbills*, by his then name and description of *William Pbills*, late of — Street, *Liecester Fields*, but then of —, in the said county of *Middlesex*, woollen-drapeer, of the third part; *Reciting*, that the said *Henry Cony*, deceased, by his last will and testament, amongst other things, did give and bequeath all those messuages or tenements and premises,

§ T 2

therein

The assignment to Mr. Skield is of course to be registered.

A lease recited.

This lease should be registered, but the leases from the crown need not.

J. H.

This should be registered, in regard that a lease in action was in the power of the husband, and some act may have been done by him to or for him to devise.

J. H.

therein demised, unto his son *Robert Cony*, since deceased, and *Samuel Scho*, of *Tufton Street, Westminster*, gentleman, and the survivor of them, and the executors and administrators of such survivor, *Upon trust* to permit and suffer his said wife, the said *Sarab Cony*, and her assigns, to have, take, and receive the rents and profits thereof, for her own use, for and during her natural life; and from and after her decease, then in trust for his daughter *Sarab Cony* at her age of twenty-one years, and did direct that the rents and profits thereof should, in the mean time, be paid and applied for her maintenance and education: but if his said daughter *Sarab Cony* should happen to die befor her attaining the age of twenty-one years, or afterwards, unmarried, (the said *Sarab Cony*, her mother being then also dead) then he gave and bequeathed the said premisses therein described unto and between the said *Robert Cony*, *Mary Cony*, and *Elizabeth Cony*, equally to be divided between them, or the survivors or survivor of them, share and share alike: IT IS WITNESSED, that for and in consideration of divers large sums of money laid out and expended, together with what must necessarily be laid out and expended in re-building, repairing and upholding the premisses therein mentioned, and intended to be thereby demised; *And also* in consideration of the rent and covenants therein contained on the part of the said *William Pbills*,
his

his executors, administrators, and assigns, to be done and performed, the said *Sarah Cony* by and with the consent of the said *Mary Cony* and *Elizabeth Cony* (testified as therein mentioned) did demise, lease, set, and to farm let unto the said *William Phillips*, his executors, administrators, and assigns, all that piece or parcel of ground situate, lying and being in the parish of *Saint James, Westminster*, in the said county of *Middlesex*, situate on the North side of, and fronting towards the South on *Piccadilly*, and towards the North on *Castle Street*, towards the West, on ground and premises in the tenure or occupation of *Mr. Clark* and *John Simple*; and towards the East on *Mr. Towers*, printer, and *Thomas Pickering*, wheelwright; which said piece or parcel of ground thereby demised doth contain on the South front thereof towards *Piccadilly* aforesaid, twenty-one feet of assise, little more or less, then running from the South towards the North; on the East side thereof thirty-five feet three inches of assise, or thereabouts; and from thence from West to East fifteen feet nine inches of assise, little more or less; then running due North towards *Castle Street* aforesaid, sixty-seven feet nine inches of assise, little more or less; then running from East to West, fronting *Castle Street* aforesaid, thirty-eight feet seven inches of assise, little more or less; and on the West side of the said piece of ground, in a right line from *Castle*

3 T 3

Street

Street to Piccadilly one hundred and three feet of assise, little more or less, as the said piece or parcel of ground is more particularly delineated and described in the plan or ground-plot thereof, drawn in the margin of the said indenture : *And also* all those three messuages or tenements, lofts, warehouses, and other the premisses erected, standing and being, or thereafter to be erected and built upon the said piece or parcel of ground thereby demised, or any part thereof, two of which said messuages, with the lofts, warehouses, and other the appurtenances thereto belonging, late were in the possession of *Joseph Spriggs*, corn-chandler, under a lease thereof for twenty-one years, nine years and a quarter of which were expired at *Midsummer* then last, and the other of which said messuages and premisses were then late in the possession of *Elias Shadow*, carver ; And all ways, paths, passages, lights, easements, waters, water-courses, profits, commodities, and appurtenances whatsoever, to the said messuages or tenements, warehouses and premisses thereby demised, belonging or in any wise appertaining, *To hold* the same unto the said *William Phylls*, his executors, administrators, and assigns, in manner therein and hereinafter mentioned, (that is to say) the said two messuages and other the premisses then lately in the possession of the said *Joseph Spriggs* with their appurtenances, from the then feast
of

of Saint *Michael* the archangel, which was in the year of our Lord 17—, for the full end and term of nineteen years from thence next ensuing, and fully to be compleat and ended. And the said other messuages and premisses then lately in the possession of the said *Elias Sbaddow* as aforesaid, from the nativity of Saint *John the Baptist*, then next before the date of the said indenture of lease, for and during and unto the full term of twenty-eight years and a quarter, from thence next ensuing, and fully to be compleat and ended, paying therefore for such part of the said premisses as was then lately in the possession of the said *Elias Sbaddow* the yearly rent or sum of thirteen pounds during the first nine years, and so in proportion for the quarter of a year of the said term to commence from *Midsummer* then last unto the said *Sarab Cony*, her executors, administrators, or assigns; and for those premisses so lately in the possession of the said *Elias Sbaddow*; and also all other the premisses so lately in the possession of the said *Joseph Spriggs* from and immediately after the end or expiration of the said nine years and one quarter of a year, the yearly rent of seventy-seven pounds for the whole of the said premisses thereby demised, payable respectively, as therein mentioned; and also reciting that the said *Sarab Cony* had come to a further agreement, with the said *William Phills*, that she the said *Sarab*

“ In the cove-
 “ nant to repair,
 “ uphold, &c.
 “ by Mr. Phills,
 “ he is in this
 “ deed excepted
 “ from casual-
 “ ties by fire.”
Admitting it is
so, yet this ex-
ception is no
security to the
mortgagee;
it only exempts
the lessee from
damages and
from rebuilding,
if the premisses
are burnt down.
 J. H.

Cony should and would use her best endeavours to obtain a fresh grant or lease of the said ground and premisses herein before mentioned to commence at the expiration of the said herein last recited demise, and that in case of such renewal, the said *Sarab Cony* should and would grant an under-lease of the said premisses, for the term or time she should so obtain, such renewal to the said *William Pbills* in consideration of the said *William Pbills*' paying the said *Sarab Cony* an additional yearly rent or sum of five pounds for every hundred pounds consideration money that she should pay for such longer term. It is therein further witnessed, that the said *Sarab Cony* in pursuance of the said agreement, did thereby for herself, her executors, administrators, and assigns, and for every of them, and for all and every other person and persons whatsoever claiming or to claim the said premisses, covenant, promise, and agree, to and with the said *William Pbills*, his executors, administrators, and assigns, that in case the said *Sarab Cony*, her executors, administrators, or assigns, should obtain such renewal of the said ground and premisses, that she the said *Sarab Cony*, her executors, administrators, or assigns, would as soon as conveniently might be after such renewal, grant an under-lease of the same premisses to the said *William Pbills*, his executors, administrators, or assigns, for such longer term

term as she should so acquire, to commence at the expiration of the said demise, at the additional yearly rent of five pounds for every hundred pounds consideration money that should be paid as a fine for such fresh grant or renewal; and also that the said *Sarah Cony*, her executors, administrators, and assigns, should from time to time, and at all times thereafter during the said term thereby demised, and all and every other person and persons whomsoever claiming or to claim by or through her or their privity or procurement should from time to time during such new lease (if any should happen to be) at the proper costs of the said *William Pbills*, his executors, administrators, or assigns, make all and every such further and other conveyances and assurances of the same premises to the said *William Pbills*, as the counsel of the said *William Pbills* should advise. And it was further declared, that in as much as the said *Sarah Cony* the daughter, who was next in reversion intitled to the said rents and profits of the said premises, was then under the age of twenty-one years, the said *Sarah Cony* did thereby for herself, her heirs, executors, and administrators, covenant and agree with the said *William Pbills*, his executors, administrators, and assigns, that she the said *Sarah Cony* the daughter, on her attaining the age of twenty-one years; and also any husband, in case she might happen to marry, should and would by some effectual

• Another lease
recited.

effectual deed or instrument in writing, ratify, allow, and confirm the said indenture of lease, and every thing therein contained. *And whereas* by one other indenture of lease, bearing date on or about the 13th day of *February* 17—, and made or expressed to be made between *James Meredith* then of *Abington Buildings*, Saint *John* the Evangelist, *Westminster*, in the said county of *Middlesex*, ——— and *Samuel Hope* of *Aldgate*, *London*, haberdasher, executors of the last will and testament of the said *Sarah Cony*, widow, and the niece, devisee and executrix named in the last will and testament of *William Gall* late of the same parish gentleman, deceased, of the one part; and the said *William Phills* by his then name and description of *William Phills* of *Picadilly*, in the parish of *Saint James*, *Westminster*, in the said county of *Middlesex* ——— of the other part reciting the said indenture of lease. And also reciting that since the making the said last indenture, it was discovered by the said *William Phills* that the said premises were by letters patent of his late majesty king *George* the Second under the seal of his court of Exchequer, bearing date on or about the 3d day of *March* in the nineteenth year of his said reign demised to *William Gall* therein named for a term of twenty-nine years, and one half of a year, commencing from the feast of the Blessed Virgin *Mary* which was in the year 17—, and

and that the said *William Gall* duly made his last will and testament, bearing date on or about the 21st day of *June 17—*, and thereby gave the said demised premisses by such descriptions as are therein mentioned to the said *Sarah Cony* his niece, and the wife of the said *Henry Cony* or by such name and addition as is therein also mentioned, and *charged with certain sums therein also mentioned*, and appointed the said *Sarah Cony* to be executrix thereof who afterwards duly proved the same, and that the said *Sarah Cony* not having assigned or conveyed her interest in the said premisses to or in favour of the said *Henry Cony* her said late husband deceased, the same did not pass by his said will. And further reciting, that since the making the last mentioned indenture, his then and now present Majesty, by his letters patent under the seal of his court of Exchequer, bearing date the 30th day of *October 17—*, in consideration of a fine of twenty pounds paid by the said *Sarah Cony* widow, to the use of his Majesty into the receipt of his Exchequer, and also in consideration of the yearly rent, covenants, and conditions therein contained on the part of the said *Sarah Cony* to be paid and performed, did demise to the said *Sarah Cony* the premisses comprised in the said first in part abstracted indenture, by the description of all that messuage or tenement or inn, known by the sign and name of the — with

This will to be registered.

with several stables and other buildings thereto belonging, situate in or near a place called the *Round Rundles*, alias *Dog Yard*, then late in the parish of *Saint Martin* in the Fields in the said county of *Middlesex*, and then in the new parish of *Saint James* within the liberty of *Westminster*, on the North side of *Piccadilly*, between the said street South, and a street called *Castle-Street*, North; which said messuage or tenement or inn, was then or then lately divided into two messuages or tenements, and a coachmaker's shed, and contained in front towards *Piccadilly* aforesaid, thirty-five feet six inches or thereabouts, and in length from North to South one hundred and three feet or thereabouts, then late in the tenure or possession of *John Vaughan*, *John Heatber*, and *Rice Hipwell*, with the appurtenances to the same in any wise belonging, and which said messuages, tenements, and premisses are therein mentioned, to be situate, standing, and being upon or within a certain triangular piece of ground, whereon or upon the greatest part whereof several buildings were then erected, being parcel of his said present Majesty's bailiwick, manor or manors of *Saint Martin* in the Fields in the said county of *Middlesex*, and formerly purchased of the abbot of *Westminster*, and other persons, and are therein mentioned likewise to have been by the said letters patent of the 3d day of *March* in the said nineteenth year of

of his said late Majesty's reign, demised to the said *William Gall* as aforesaid. To hold to the said *Sarah Cony* the widow, her executors, administrators, and assigns, for a term of twenty-two years to commence from the 10th of *October* 17—, but subject to the uses mentioned in the last will of the said *William Gall*, dated the 21st day of *June* 17—, under the yearly rent of five pounds payable at and unto the receipt of his Majesty's Exchequer at *Westminster*, or into the hands of his bailiff or receiver general for the time being of his said county of *Middlesex*, at or upon the 5th day of *April* and the 10th day of *October* yearly, next after the term thereby granted. And further reciting, that since the making the said letters patent the said *Sarah Cony* therein named, departed this life without having made a fresh lease of the said premises to the said *William Phills* in pursuance of her said covenant or agreement in that behalf, but before her death duly made and published her last will and testament in writing, and thereof appointed the said *James Meredith* and *Samuel Hope*, executors, who upon or shortly after her decease duly proved the same in the proper ecclesiastical court. It is witnessed, that in consideration of the premises, and in pursuance and performance of the said covenants and agreement contained in the said above in part recited indenture by or on the part of the said

Sarah

Sarah Cony to be done and performed, and also in consideration of the rent, covenants, and agreements therein contained, on the part of the said *William Pbills*, his executors, administrators, and assigns, to be paid and performed, they the said *James Meredith* and *Samuel Hope*, did demise, set, and to farm let, to the said *William Pbills*, his executors, administrators, and assigns, all and every the premisses mentioned or comprized in the said above in part recited Indenture, and also in the said above in part recited letters patent of the 30th day of *October* 17—, respectively, or either of them, and all the erections and buildings which have at any time since the making of the last mentioned indenture, been erected or built, or which should or might during the terms, or either of them, be erected or built thereon, together with all ways, lights, passages, easements, waters, water-courses, profits, commodities, and appurtenances whatsoever, to the said premisses thereby demised, or any of them belonging, or in anywise appertaining, or accepted, reputed, taken, or known as part, parcel, or member thereof, or as belonging thereto; To hold to the said *William Pbills*, his executors, administrators, and assigns, from the 10th day of *October* 17—, for the term of twenty-two years from thence next ensuing, and fully to be compleat and ended, at and under the yearly rent of seventy-eight pounds, payable half yearly after the commencement of the term thereby demised:

demised : and the said *James Meredith* and *Samuel Hope*, their heirs, executors, administrators, and assigns, did therein covenant with the said *William Phills*, his executors, administrators, and assigns, that they, or some or one of them, should from time to time, and at all times, and not only during the residue of the term therein mentioned to be first granted to the said *William Phills*, but also during the term thereby granted, well and sufficiently save, keep harmless, and indemnified the said *William Phills*, his executors, administrators, or assigns, from and against all the debts, legacies, and other incumbrances of the said *William Gall*, *Henry Cony*, and *Sarah Cony*, respectively, and all sum and sums of money charged on the said demised premises by the wills of the said *William Gall* and *Henry Cony*, or either of them, and from and against all actions and suits, costs and charges, damages and expences whatsoever, by reason or on account of the premises, or otherwise relating thereto, as in and by the said several indentures and wills, relation being thereunto respectively had, may more fully and at large appear. *And whereas* the said *William Phills* having occasion to borrow the sum of one thousand pounds, hath applied to the said *John Shield* to lend and advance him the same, which he hath agreed to, upon having such security made to him as is hereafter mentioned : *Now this indenture witnesseth*, that
for

The lessee wants
to borrow money
upon the recited
leases.

The considera-
tion.

The assignment.

for and in consideration of the said sum of one thousand pounds of lawful money of *Great Britain* to him the said *William Pbills* in hand, well and truly paid by the said *John Shiold* at and immediately before the sealing and delivery of these presents, the receipt whereof he the said *William Pbills* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said *John Shiold*, his executors, administrators, and assigns, and every of them for ever, by these presents, he the said *William Pbills* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *John Shiold*, his executors, administrators, and assigns, all and every the premises mentioned or comprised in the said above in part recited indenture of lease; and also in the said above recited letters patent of the 20th day of *October* 17—, respectively, or any or either of them, and also all and every the erections and buildings which have at any time since the making of the said last mentioned indenture been erected or built, and which may, during the terms aforesaid, or either of them, be erected or built thereon, and all and singular other the premises therein comprized, with their and every of their appurtenances, and all the estate, right, title, interest, benefit of renewal, terms of years, and time to come, use, trust, possession,

sion, property, profit, claim, and demand whatsoever, both at law and in equity of him the said *William Pbills*, of, in, and to the same premisses, every or any part or parcel thereof, together with the said recited indentures of lease, To have and to hold the said messuages or tenements, piece or parcel of ground, and all and singular other the premisses hereby assigned or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said *John Sbiel*, his executors, administrators, and assigns, from henceforth, for and during all the residue and remainder of the said several and respective terms of years, and for and during all such other term and terms for years, estate and interest, as he the said *William Pbills* hath therein now to come and unexpired, *subject nevertheless* to the proviso for redemption of the said premisses hereinafter contained, (that is to say); PROVIDED always nevertheless, and these presents are upon this condition, that if the said *William Pbills*, his executors, administrators, or assigns, or any of them, do, and shall, well and truly pay, or cause to be paid, unto the said *John Sbiel*, his executors, administrators, or assigns, at or in the common dining hall of *Lincoln's Inn*, in the said county of *Middlesex*, the full and just sum of one thousand pounds of good and lawful money of *Great Britain*, together with interest for the same, after the rate

Subject to a proviso of redemption.

The place of payment should be certain, and Mr Sbiel may charge his place of residence.

J. H.

Covenant from
the mortgagor
that he will
pay the money
according to the
proviso.

of five pounds *per cent. per ann.* on the 4th day of *May*, now next ensuing the day of the date hereof, without any deduction, defalcation, or abatement whatsoever, for or in respect of any taxes, charges, assessments, or other impositions whatsoever, which now or at any time or times hereafter, shall or may be taxed, charged, assessed or imposed, either upon the said principal sum of one thousand pounds, or the interest thereof, or upon the said *John Sbiel*, his executors, administrators, or assigns, or any of them, for or in respect thereof, by authority of parliament, or otherwise howsoever, that then and from thenceforth these presents, and every covenant, clause, article, and thing herein contained, shall cease, determine, and be utterly void, to all intents and purposes whatsoever, these presents, or any thing herein contained to the contrary thereof, in any wise notwithstanding. AND the said *William Phills* for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree to and with the said *John Sbiel*, his executors, administrators, and assigns, by these presents in manner following (that is to say); That he the said *William Phills*, his executors, administrators, or assigns, shall and will well and truly pay, or cause to be paid unto the said *John Sbiel*, his executors, administrators, or assigns, or some of them, the said sum of one thousand pounds, of lawful money of *Great Britain*, together with the interest for the same after

after the rate aforesaid, on the day and time, and in manner and form in the said proviso hereinbefore, for that purpose appointed, for payment thereof, according to the true intent and meaning of these presents: *And also* that the said two several recited indentures of lease hereby assigned, now at the time of the enfealing and delivery of these presents are good and sufficient leases valid and effectual in the law, and are, and stand in full force and effect, and are not any ways forfeited, surrendered, or become void or voidable, or any way impeached, charged, or incumbered, in title, charge, term, estate, or otherwise howsoever; *And* that the said *William Pbills* now hath, in himself, good right, full power, and lawful and absolute authority to bargain, sell, and assign the said messuages or tenements, piece or parcel of ground, and premisses, with the appurtenances, unto the said *John Sbiel*, his executors, administrators, or assigns, in manner aforesaid, according to the true intent and meaning of these presents; *And* that in case default shall happen to be made, of or in payment of the said sum of one thousand pounds, and interest as aforesaid, or any part thereof, contrary to the proviso or condition hereinbefore, for that purpose, mentioned, that then, and from thenceforth, it shall and may be lawful to and for the said *John Sbiel*, his executors, administrators, and assigns, peaceably and quietly to enter into,

that the leases
are valid,

that the mort-
gagor hath right
to assign;

and that the
mortgagee in
default of pay-
ment, may en-
ter

discharged of
former incum-
brances,

have, hold, use, occupy, possess, and enjoy, all and singular the said premisses hereby assigned, and the rents, issues, and profits, to have, receive, and take to his and their own proper use and benefit, for and during the rest, residue, and remainder of the said several terms of years which shall be therein then to come and unexpired, without the lawful let, suit, trouble, eviction, molestation, interruption, claim, or demand whatsoever, of, from, or by him the said *William Phills*, his executors, administrators, or assigns, or of, from, or by any other person or persons whomsoever, and that free and clear, and freely and clearly, and absolutely acquitted, freed and discharged, or otherwise well and sufficiently, saved, indemnified, and kept harmless of from and against all and all manner of former and other gifts, grants, bargains, sales, assignments, mortgages, forfeitures, rents, arrears of rent, statutes, judgments, executions, extents, titles, defects in title, troubles, charges, and incumbrances whatsoever, at any time heretofore had, made, committed, done, acknowledged, levied, suffered, executed, or obtained by or against the said *William Phills*, or any other person or persons claiming or to claim, by, from, under, or in trust for him, or any other person or persons whomsoever (except the rents and covenants contained in the said indentures of lease, and which, on the part of the lessee or assignee, are or ought to be paid, observed,

or performed from the time of the entry of, and possession being taken by the said *John Shield*, his executors, administrators, and assigns; And also that until default shall be made in payment of this sum of one thousand pounds, and the interest thereof, and until such entry of and possession being taken by the said *John Shield*, his executors, administrators, or assigns, as aforesaid, he the said *William Phills*, his executors, administrators, or assigns, shall pay the rents, and perform the covenants which, in and by the said recited indentures of lease, on the part of the lessee, are or ought to be paid, observed, and performed: And further, that in case default shall happen to be made of or in payment of the said sum of one thousand pounds, and interest, or any part thereof, contrary to the true intent and meaning of these presents, he the said *William Phills*, his executors, administrators, and assigns, and all and every other person and persons whomsoever, having, or lawfully claiming, any estate, right, title, property, or interest of, in, to, from, or out of the said messuages or tenements, piece or parcel of ground and premises, or any part thereof, by, from, under, or in trust for him or them, shall and will at the reasonable request of the said *John Shield*, his executors, administrators, or assigns, but at the proper costs and charges in the law of the said *William Phills*, his executors, administrators, or assigns, at any

except the rents and covenants which the mortgagor covenants to pay and perform.

Covenant for
further assur-
ances,

time or times after such default shall be made as aforesaid, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute assuring, assigning, and conveying the said messuages or tenements, piece or parcel of ground and premises hereby assigned unto the said *John Shield*, his executors, administrators, and assigns, for all the rest, residue, and remainder of the said several terms of years then to come and unexpired, freed and discharged of and from all right, power and equity of redemption whatsoever, as by the said *John Shield*, his executors, administrators, and assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required; AND the said *John Shield* for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said *William Pbills*, his executors, administrators, and assigns, by these presents, that until default shall be made of, or in payment of the said sum of one thousand pounds, and interest, or any part thereof contrary to the true intent and meaning of the aforesaid proviso, or condition, it shall and may be lawful to and for the said *William Pbills*, his executors, administrators, and assigns, to have, hold, use, occupy, possess, and enjoy,

The mortgagor,
till default of
payment, may
enjoy

enjoy, the said messuages or tenements, piece or parcel of ground, and premisses hereby assigned, and the rents, issues, and profits thereof to have, receive, and take to his and their own proper use and benefit, without the lawful let, suit, trouble, eviction, ejection, or other hindrance or molestation whatsoever of or by him the said *John Sbiold*, his executors, administrators, or assigns, or any of them, and that without yielding or rendering to him or them any account of or concerning the same.

AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration aforesaid, and for the further securing the said sum of one thousand pounds and interest, the said *William Phills* hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over unto the said *John Sbiold*, his executors, administrators and assigns, one policy of insurance bearing date the — day of — which was in the year of our Lord 17— granted by the office commonly called the — office, No. — whereby the said messuages or tenements and buildings hereby assigned are insured from loss by fire, and all sum and sums of money thereby secured to be paid, or to be had, received, or recovered by virtue thereof, and all the right, title, interest, property, claim, and demand whatsoever, of him the said *William Phills* of, in, and to the same. To have, hold, take, and enjoy the said policy of insurance, and all sum and

the assignment
of a policy of insurance.

Instead of this policy wherein Mr. Phills has only an equitable interest, I must advise that a new policy may be taken out in his name, for insuring 1000 l. at the least upon the premisses hereby assigned and that the date and number of such new policy, may be inserted instead of the old one.
J. H.

subject to the
proviso of re-
demption.

A bond from
the lessor
that a person
when of age
should join in
confirming the
lease, &c. re-
cited.

sums of money, benefit, and advantage to be had and received by virtue thereof, unto the said *John Shield*, his executors, administrators, and assigns to and for his and their own use and benefit, subject nevertheless to the proviso herein before contained, for redemption thereof. And whereas the said *Sarah Cony* by her bond or obligation, bearing date the 1st day of *January*, which was in the year of our Lord 17— became bound to the said *William Pbills* in the penal sum of five hundred pounds with a condition there underwritten reciting that the said *Henry Cony* by his will, amongst other things did give and bequeath unto his son *Robert Cony*, since deceased, and *Samuel Scho* of *Tufson-street, Westminster*, gentleman, the premises comprised in the said herein before in part recited indentures of lease and expressed to be made between the said *Sarah Cony* of the first part; *Mary Cony* and *Elizabeth Cony* spinsters, two of the children of the said *Robert Cony* of the second part; and the said *William Pbills* of the third part; upon trust to permit and suffer his wife the said *Sarah Cony* and her assigns to receive the rents and profits thereof, during her life, and after her decease, in trust for his daughter *Sarah Cony* at her age of twenty-one years, and did direct that the rents and profits thereof should in the mean time be applied for her maintenance and education, but
if

if his said daughter *Sarah Cony* should happen to die before her attaining her age of twenty-one years or afterwards unmarried the said *Sarah Cony* her mother being then also dead, then he gave and bequeathed the said premisses unto and between his son *Robert Cony* since deceased, and the said *Mary Cony* and *Elizabeth Cony* equally to be divided between them or the survivors or survivor of them, share and share alike; and also reciting that the said messuages or tenements and premisses were greatly out of repair, and would be attended with very considerable expences to the said *William Phills*, to repair and keep in repair the same according to the condition in the said lease, and in regard that the said *Sarah Cony* the daughter, was still under the age of twenty-one years (to wit) about the age of seventeen, and therefore on account of her infant years unable to join in such lease, for which reason, the said *Sarah Cony* had agreed to become bound to the said *William Phills*, that she the said *Sarah Cony* the infant, or any husband she should happen to marry, should on her attaining her age of twenty-one years by some good and effectual deed in the law, ratify and confirm the said lease, and every clause therein contained; and also bear harmless and keep indemnified the said *William Phills*, his executors, administrators, and assigns, and every of them, relating to the premisses on account of
the

the said *Sarah Cony*; Therefore the condition of the said bond was expressed to be, that if the said *Sarah Cony* the daughter on her attaining her said age of twenty-one years or any husband she should happen to marry, before or after that age should refuse to join in the ratifying and effectually confirming by proper deeds in the law, the said lease and the premises thereby demised to the said *William Pbills*, his executors, administrators, or assigns, or if the said *William Pbills*, his executors, administrators, or assigns should at any time thereafter, during the said term or terms by the said lease be molested or otherwise interrupted in the possession of the said premises or any part thereof by the said *Sarah Cony*, the daughter, or by any husband the said *Sarah Cony* the younger might happen to marry, that then and in case of breach in all or any part of the said condition the said obligation to be of full force and effect, otherwise the same to be void, as in and by the said bond and condition there underwritten, relation being thereunto had, may appear. Now THIS INDENTURE ALSO FURTHER WITNESSETH, that for the considerations aforesaid, and for the better securing the said sum of one thousand pounds and interest, he the said *William Pbills* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the

The assignment
of such bond.

the said *John Sbiel*, his executors, administrators, and assigns, the said recited bond, and all monies due, and to grow due thereon, with all powers and remedies for recovering the same, and all the right, title, interest, benefit of action, property, claim and demand whatsoever of him the said *William Pbills* of, in, and to the same respectively, to have, hold, receive, take, and enjoy the said recited bond or obligation hereby assigned, or mentioned and intended so to be, with all powers and remedies for recovering the same respectively, unto the said *John Sbiel*, his executors, administrators, and assigns, to and for his and their own proper use and benefit from henceforth absolutely for ever, in as full ample and beneficial manner, to all intents and purposes whatsoever as he the said *William Pbills* might or could have held and enjoyed the same, in case these presents had not been made, subject nevertheless to such equity of redemption as the premisses hereinbefore assigned are made subject and liable to, AND the said *William Pbills*, for the purposes aforesaid, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *John Sbiel*, his executors, administrators, and assigns, his true and lawful attorney and attorneys irrevocable, and by these presents doth give and grant unto him and them full power and authority in his name, and in the
name

Subject to the redemption herein before mentioned.

Power of attorney to the mortgagee, to sue upon the bond.

name of his executors or administrators, but for the proper use and benefit of the said *John Shield*, his executors, administrators, or assigns, to ask, demand, sue for, recover and receive of and from the said *Sarah Cony*, her heirs, executors, or administrators or whom else it shall and may concern, all and every sum and sums of money due, and to grow due upon or by virtue of the said recited bond or obligation aforesaid; and on non-payment thereof or any part thereof to sue for, use, take, and prosecute all and every lawful method, course and expedient for recovering and getting in the same as fully and effectually in every respect as he the said *William Pbills*, his executors, or administrators might or could do in case these presents had not been made, and upon receipt thereof, or of any part thereof, to make and give acquittances or other effectual discharges for the same. AND the said *William Pbills* for himself, his executors and administrators doth hereby covenant, promise, and agree to and with the said *John Shield*, his executors, administrators, and assigns, that he the said *William Pbills* hath not at any time heretofore released, vacated, or in any wise discharged the said recited bond or obligation; neither will he, his executors, or administrators at any time hereafter, release, or any wise discharge the same, or any suit, process, judgment, execution, order, or decree to be thereupon

Covenant that
the bond is in
force.

thereupon brought, sued forth, prosecuted, or obtained, but shall and will, make and execute all and every such further lawful and reasonable assurances in the law for the better assigning the said recited bond or obligation and all monies due, and to grow due thereon respectively, unto the said *John Shield*, his executors, administrators, and assigns *. IN WITNESS, &c.

I have perused this draft, and in case such new insurance is made as is mentioned in Page 1047. I approve of this draft on the behalf of Mr. *Shield*.

J — H —.

* Here it was proposed that a covenant should be inserted for making the interest principal, but upon the following opinion, it was omitted.

This is a very dangerous covenant, and my advice is, that it may be omitted;—courts of equity have said that an order to make interest principal by any subsequent deed poll or agreement there should be a sum further lent.

J. H.

A Mortgage of a Plantation in Tobago.

No. II.

THIS INDENTURE, made the — day of — in the eleventh year of the reign of our sovereign lord *George the Third*, &c. 17—, between *John Gibb*, of *London*, merchant, and *Anthony Gibb*, of the island of *Tobago*, planter, of the one part; and *John Parsons*, of *West Green*, in the county of *Southampton*,

Letters patent
granting the
plantation re-
cited.

ampton, esq; of the other part; *Whereas* his present majesty king *George* the Third, did by his letters patent, bearing date the eighth day of *July*, which was in the year of our Lord 17—, give and grant unto the said *John* and *Anthony Gibb*, (by the names of *John* and *Anthony Gibb*) their heirs and assigns, two certain plantation lots or parcels of land situate, lying, and being in *Courland* division, on the island of *Tobago*, distinguished by the denomination of the lots N^o —, and —, of the said division, containing two hundred and twenty acres of wood land (that is to say) the said lot N^o — one hundred acres, bounding North, partly on land next the sea, reserved for public uses, being three chains in breadth from high water mark, and partly on a small rivulet East on lot N^o — South on lots N^o — and —, and West on the said lot N^o — of *Courland* division, and the said Lot N^o —, containing one hundred and twenty acres, bounding North-westerly on land next the sea, reserved for public uses, being three chains in breadth, from high water mark, East on the said lot N^o —, and South partly on lots N^o — and — of *Courland* division, as by plans of the said plantation lots or parcels of land thereunto annexed appears, with all edifices, trees, woods, underwoods, ways, waters, water-courses, rents, issues, profits, commodities, emoluments, advantages,

vantages, easements, hereditaments, and appurtenances to the same belonging, or in anywise appertaining, growing, or being upon the premises, or any part of them, together with all mines and minerals whatsoever, being upon the premises or any part of them (mines of gold and silver only excepted, and thereby expressly reserved, which then were or thereafter might be discovered upon the premises thereby granted) *To hold* to the said *John* and *Anthony Gibb*, their heirs and assigns for ever, of his said majesty, his heirs and successors in free and common socage, to the only proper use and behoof of the said *John* and *Anthony Gibb*, their heirs and assigns for ever; yielding and paying therefore annually to his said majesty, his heirs and successors, by the hands of such person or persons as should be duly appointed to receive the same, a quit-rent of six-pence sterling, for every acre of cleared land of the said plantation, the first payment to begin and be made at the end or expiration of one year from the date thereof, and so at the end and expiration of every succeeding year, and the like annual quit-rent of six-pence sterling *per* acre, for every other acre of land as soon as the same should be cleared, the first payment to be made within one year after, clearing every acre respectively, and so at the end of every year afterwards, and if it should happen that the
said

said annual quit-rent should be unpaid at the time on which it ought to be paid, then the said *John* and *Anthony Gibb*, their heirs or assigns should pay to his said majesty, his heirs, and successors, the penalty of five pounds sterling for every acre of land of the said plantation, on which the quit-rent aforesaid should be due, and on which it should be behind and undischarged; *Provided always* and it was thereby declared that the said *John* and *Anthony Gibb*, should hold and enjoy the said plantation lots or parcel of land and premisses, and that the said grant was subject to and under the following terms and express conditions (that is to say), Upon condition that over and above seventy-nine pounds sterling, being twenty *per centum* of the whole purchase-money then before paid to the receiver, by the said *John* and *Anthony Gibb*, they the said *John* and *Anthony Gibb*, their heirs or assigns, should within one year from the date of the bill of sale therein recited, pay unto the receiver, or such other person or persons who should be then intitled to receive the same, thirty-nine pounds ten shillings, sterling money, being ten *per centum*, on the sum of three hundred and ninety-five pounds sterling, (being the whole purchase-money of the said plantation and premisses) and the further sum of thirty-nine pounds ten shillings being ten *per*

per centum, on the said sum of three hundred and ninety-five pounds within the second year from the date of the said bill of sale, and the sum of seventy-nine pounds sterling, being twenty *per centum* on the said sum of three hundred and ninety-five pounds sterling, the purchase-money aforesaid, within three years from the date of the said bill of sale; and the like sum of seventy-nine pounds sterling, being twenty *per centum*, on the said sum of three hundred and ninety-five pounds, within four years after the date of the said bill of sale, and the sum of seventy-nine pounds sterling, being twenty *per centum* on the said sum of three hundred and ninety-five pounds sterling, within five years after the date of the said bill of sale, which last payment would compleat and totally discharge the said sum of three hundred and ninety-five pounds sterling, for which the said *John* and *Anthony Gibb*, purchased the said plantation lots and premisses, and which several instalments of their purchase-money, the said *John* and *Anthony Gibb*, had secured by bonds given to the receiver, according to the second set of instructions from the lords of trade and plantations therein recited, and if it should happen that any of the said payments should be behind and unpaid for the space of three months, by the said *John* and *Anthony Gibb*, their heirs and assigns, the said plantation lots and premisses should be forfeited, and the said grant declared void, and

the commissioners therein named, were thereby required to sell the same, and out of the money arising from such sale, to retain as much as might be found due to his majesty, his heirs and successors, at the time that default in any of the said payments was made, and to apply the residue for the benefit of such who might have advanced money on the security of the said lands, and if any surplus remained, after discharging such demands, to distribute the same among the other creditors of the said *John* and *Anthony Gibb*, if any they had, and to pay the residue to themselves or their representatives, and also upon condition that the said grant of the said plantation lots and premises, should in case of fraud, collusion, or other contravention to the instructions to the said commissioners, be revocable for the space of twelve months from the date thereof, by the lord high treasurer or commissioners of the treasury for the time being, who were thereby impowered and required in the cases aforesaid to revoke the same, and his said majesty thereby declared, that if the said grant was not revoked within the said term, it should then be absolute, and upon condition also that the said *John* and *Anthony Gibb*, were not seised in their own name, or in the name of others, in trust for them, of more than five hundred acres each; and if it should happen that they the said *John* and *Anthony Gibb*, were seised as aforesaid, of more than five hundred

hundred acres each, including the said grant, in the island of *Tobago*; and of one town and pasture lot, in wood, as directed to be granted by the governor in chief, or of ten such lots of cleared land, which should have been sold by the said commissioners, at publick auction, then and in such case the said purchase and grant should be void as to so many acres as the said *John* and *Anthony Gibb* should be seised of in the said island, exceeding five hundred acres each, and the proportion of the money paid thereon was thereby declared to be forfeited, and the commissioners should again expose to sale the said plantation lots and premisses so resumed. And upon further condition that the said *John* and *Anthony Gibb*, their heirs and assigns, should, after six months were elapsed, from the date thereof, well and truly in every year, clear one acre for every twenty acres of uncleared land in the said thereby granted plantations, until one half of the uncleared cultivable land of the said plantations should be cleared. And if it should happen that the said *John* and *Anthony Gibb*, their heirs or assigns, should not clear the same as is thereby required, then they should pay to his said majesty, his heirs and successors, the sum of five pounds sterling a-year for every acre which ought to have been cleared as aforesaid, and which they should so neglect to clear, but in case the said grant should not be confirmed by

the lord high treasurer, or the lords commissioners of the Treasury for the time being, within six months from the date thereof, then and in that case the further term of six months, making in all eighteen, should be allowed for clearing one acre, on every twenty; and lastly, upon condition that they the said *John* and *Anthony Gibb*, their heirs and assigns, should settle and constantly keep on the said plantation lots and premisses, one white man, or two white women, for every hundred acres, when so many in pursuance of the said condition should be cleared, and should pay a rent of six-pence sterling for every acre as the same should be cleared, and such quit-rent was thereby declared to extend to the whole of every purchaser's land, and not confined to one half, of the uncultivated land. And if it should happen that the said *John* and *Anthony Gibb*, should fail or neglect to keep one white man, or two white women, for every one hundred acres of the said uncleared lands, as the same should be cleared, then they should pay and forfeit to his said majesty, his heirs and successors, the sum of twenty pounds sterling a-year, for every white woman, and forty pounds sterling a-year for every white man who should be wanting; and the said letters patent were to be construed favourably for the said *John* and *Anthony Gibb*, their heirs and assigns, and that the intollment thereof in the Secretary of States

States Office, of the island of *Sebaye*, should be good evidence in all courts and places; as by the said letters patent duly enrolled in the said office (relation being thereunto had) will more fully appear; *And whereas* the said *John Gibb* and *Anthony Gibb*, in and by one bond or obligation under their hands and seals, bearing even date herewith, are become and stand jointly and severally bound to the said *John Parsons*, in the penal sum of six thousand pounds, with condition thereunder written, for payment to the said *John Parsons*, his executors, administrators, or assigns, upon the Royal Exchange, in *London*, of the sum of three thousand pounds, with interest for the same, after the rate of 5*l*. per centum per annum; for every one hundred pounds by the year, by yearly payments, until the said principal money, and all interest for the same, shall be duly paid and satisfied (that is to say) the sum of one hundred and fifty pounds, being the first year's interest for the said sum of three thousand pounds, on the ——— day of ——— which will be in the year of our Lord 17—, the further sum of one hundred and fifty pounds, for another year's interest thereof, on the ——— day of ——— which will be in the year of our Lord 17—, and the sum of three thousand one hundred and fifty pounds, being the principal money with another year's interest thereof, on the ——— day of ——— which will be in the

The mortgagors have entered into a bond for securing to the mortgagee the money borrowed.

It is clear and certain that 8*l*. per centum is usury; no more than 5*l*. per centum can be received for money payable in *England*.

M. D.

and as a further security, have agreed to convey the plantation.

The consideration.

The conveyance.

Possession transferred.

year of our Lord 17.—, as by the said bond or obligation, and the condition thereof (relation being thereunto had) may appear; *And whereas* for the better securing the re-payment of the said sum of three thousand pounds, and interest, according to the condition of the said recited bond, the said *John Gibb* and *Anthony Gibb*, have agreed to convey to the said *John Parsons* and his heirs, the premises herein before particularly mentioned, with their appurtenances. NOW THIS INDENTURE WITNESSETH, that for the better securing and more sure payment unto the said *John Parsons*, his executors, administrators, or assigns, of the said sum of three thousand pounds, and interest, according to the condition of the said recited bond, and for and in consideration of the sum of five shillings of lawful money of *Great Britain*, to each of them the said *John Gibb* and *Anthony Gibb*, in hand paid by the said *John Parsons*, at or before the sealing and delivery of these presents, the receipt whereof they do hereby respectively acknowledge; They the said *John Gibb* and *Anthony Gibb*, have and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said *John Parsons* (in his actual possession now being by virtue of a bargain and sale, to him thereof made by the said *John Gibb* and *Anthony Gibb*, in consideration of five shillings, by

by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs; *All* those the said two plantation lots or parcels of land, situate, lying, and being in *Courland* division, in the said island of *Tobago*, distinguished by the denomination of the lots N° — and — of the said division, containing two hundred and twenty acres of wood land (that is to say) the said lot N° —, containing one hundred acres, and the said lot N° —, one hundred and twenty acres hereinbefore particularly mentioned and described, with the abutments and boundaries of the same respectively, and all edifices, erections, buildings, houses, store-houses, sugar-houses, boiling-houses, curing-houses, still-houses, mills and kilns erected, built, standing or being, or to be erected, built, standing, or being, in or upon the said plantations, land, ground, hereditaments, and premises, every or any part thereof; and also all negroes and slaves, men, women, and children, and their progeny and offspring, and all horses, cows, oxen, sheep, and other cattle whatsoever; and also all plantation utensils, tools, and other implements, goods, and chattles, to the said edifices, buildings, plantations,

The parcels described.

General words.

lands, grounds, hereditaments, and premises hereinbefore mentioned, and hereby granted and released, or intended so to be, every or any of them, or any part thereof belonging or in anywise appertaining, or with them or any of them used, occupied, possessed, or enjoyed; and all trees, woods, underwoods, ways, waters, watercourses, profits, commodities, emoluments, advantages, hereditaments, and appurtenances whatsoever, to the same belonging, or in anywise appertaining, or accepted, reputed, deemed, taken, or known as part parcel or member thereof; and the reversion and reversions, remainder and remainders, yearly and other rents, issues; profits, and produce thereof, and of every part thereof; and all the estate, right, title, interest, use, trust, property, profit, possession, claim, and demand whatsoever, both at law and in equity, of them the said *John Gibb* and *Anthony Gibb*, and each of them, of, in, to, or out of the said buildings, plantation, land, ground, negroes, slaves, cattle, utensils, hereditaments, and premises herein before mentioned, and hereby granted and released or intended so to be, and every or any part or parcel thereof, together with the said herein before recited letters patent, and all deeds, evidences, writings, and records whatsoever, touching or concerning the said premises or any part thereof, now in the hands, custody, or power of the said *John Gibb* and *Anthony Gibb* or

or either of them, or which they, or either of them, can or may come by without suit at law or in equity. *To have and to hold the said buildings, erections, plantations, land, ground, negroes, slaves, cattle, utensils, hereditaments, and all and singular other the premises here- by granted and released, or intended so to be, and every part and parcel thereof, with their and every of their appurtenances in manner following, (that is to say) such parts of the same, as are of the nature of freehold and inheritance or real estate unto the said John Parsons and his heirs, to the use and behoof of the said John Parsons, his heirs, and assigns for ever, and such other parts of the same as are of the nature of chattels, or personal estate, unto and to the use of the said John Parsons, his executors, administrators, and assigns from henceforth for ever, subject nevertheless as to the said plantations and grounds to the payment of such sum and sums of money as are or shall hereafter grow due to his present Majesty King George the Third, his heirs and successors, for and in respect of the purchase of the said plantations and grounds; and also for or in respect of the quit-rent for the same herein before particularly mentioned. PROVIDED ALWAYS that if the said John Gibb and Anthony Gibb, or either of them, their or either of their heirs, executors, or administrators, do and shall well truly pay or cause to be paid unto*

Habendum.

As to such part of the premises as are of the nature of freehold in fee.

Personal

Subject to redemption.

unto the said *John Parsons*, his executors, administrators, or assigns, the said sum of three thousand pounds of lawful money of *Great Britain*, together with interest for the same, after the rate of five pounds for every hundred pounds by the year, at the several and respective times, in manner and form in the condition of the said recited bond mentioned, and in discharge of the same, without making any deduction or abatement out of the said sum of three thousand pounds or the interest thereof, or any part of the same respectively, for, or in respect of any taxes, assessments or impositions already taxed, assessed, or imposed, or hereafter to be taxed, assessed or imposed on the said premises hereby granted and released, or upon the said sum of three thousand pounds or any part thereof by any present or subsequent act of parliament, statute, act of assembly, or other authority whatsoever, or for or in respect of the exchange or remittance of money to *Great Britain*, or any other reprises whatsoever, then and from thenceforth these presents, and every thing herein contained shall cease, determine, and become absolutely void and of no effect to all intents and purposes whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. AND for the considerations aforesaid, the said *John Gibb* and *Anthony Gibb* for themselves, jointly and severally, and for their several and respective heirs,

Covenant from
the mortgagors
that they are
seised,

heirs, executors, and administrators, and for every of them, do and each of them doth covenant, promise, grant, and agree to and with the said *John Parsons*, his heirs and assigns by these presents in manner and form following, (that is to say) that they the said *John Gibb* and *Anthony Gibb*, now, at the time of the sealing and delivery of these presents, are lawfully and rightfully seised of a good estate of freehold and inheritance in fee-simple, of and in the said buildings, plantations, lands, grounds, negroes, slaves utensils, hereditaments and premises hereby granted and released with the appurtenances, and now have in themselves good right, and lawful power and authority to grant and release the same premises to the said *John Parsons*, his heirs, executors, administrators, and assigns, subject to such proviso and condition as aforesaid. *And also* that they the said *John Gibb* and *Anthony Gibb*, their heirs, executors, or administrators, or some or one of them shall and will, well and truly pay or cause to be paid unto the said *John Parsons*, his executors, administrators, and assigns, the said sum of three thousand pounds together with interest for the same, after the rate aforesaid, at such times, and in such proportions and manner as in and by the condition of the said recited bond, are mentioned and appointed for payment thereof. *And also* that if default shall be made in payment of the said

have a right to convey,

and will repay the monies lent,

Power of entry given to the mortgagee, in case of non-payment.

said sum of three thousand pounds and interest, or any part thereof at the times and in the proportions and manner aforesaid; then and from thenceforth, it shall and may be lawful to and for the said *John Parsons*, his heirs and assigns to enter into and upon the said buildings, plantations, lands, grounds, hereditaments, and promises hereby granted and sealed or intended so to be with the appurtenances, and every part and parcel thereof, and to have, hold, possess and enjoy the same, and the negroes, slaves, utensils and implements thereon, and receive and take the rents, issues, profits, crop, and produce thereof, and of every part thereof, to and for the use and benefit of the said *John Parsons*, his heirs and assigns without any lawful let, suit, interruption, disturbance, claim, or demand whatsoever, of, from, or by the said *John Gibb* and *Anthony Gibb* or either of them or the heirs of them or either of them, or any other person or persons whatsoever; and that free and clear, and freely and clearly acquitted exonerated and discharged or otherwise by the said *John Gibb* and *Anthony Gibb* or one of them, or the heirs, executors, or administrators of them or one of them well and sufficiently saved, defended, kept harmless, and indemnified of, from, and against all and all manner of former and other bargains, sales, jointures, dowers, intails, mortgages, judgments, statutes, debts, charges, and incum-

Free from former incumbrances.

incumbrances whatsoever. *And that* if default shall be made in payment of the said sum of three thousand pounds and the interest thereof, or any part thereof as aforesaid, then the said *John Gibb* and *Anthony Gibb* and each of them, their and each of their heirs and assigns, and all and every other person and persons having or lawfully claiming or to claim any estate, right, title, trust, or interest of, in, or to, or out of the said premises hereby granted and released, or any part thereof, shall and will at all times from thenceforth at the request of the said *John Parsons* but at the costs and charges of the said *John* and *Anthony Gibb* or one of them, or the heirs, executors, or administrators of them or one of them, make, do, seal, deliver, acknowledge, levy, suffer, and execute, or cause and procure to be made done, sealed, delivered, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act or acts, deed and deeds, conveyances, and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and confirming the said plantations, lands, grounds, edifices, buildings, negroes, slaves, utensils, and other the hereditaments and premises hereby granted and released, or intended so to be, with the appurtenances, unto the said *John Parsons*, his heirs and assigns forever, or as the said *John Parsons*, his heirs or assigns

Covenant for further assurances.

The mortgagors
may enjoy un-
til default is
made in pay-
ment.

assigns shall direct or appoint, freed or discharged of and from all equity of redemption whatsoever as by him the said *John Parsons*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required. *Provided always* that until default shall be made of or in payment of the said sum of three thousand pounds and interest or some part thereof, in breach of the condition of the said recited bond, and of the proviso and covenant herein before in that behalf contained, it shall and may be lawful to and for the said *John Gibb* and *Anthony Gibb*, their heirs, executors, and administrators, to hold and enjoy the said plantations, lands, grounds, edifices, buildings, negroes, slaves, utensils, hereditaments, and premises hereby granted and released, or intended so to be, with their and every of their appurtenances, and the rents, issues, and profits and produce thereof, to take and receive to their own, use without any lawful let, suit, interruption, disturbance, claim or demand whatsoever, of, from or by the said *John Parsons*, his heirs, or assigns, or any person or persons lawfully claiming, or to claim by, from or under him, them, or any of them.

Power of attorney to register this deed in Tobago.

Qu. "If necessary."
I think it is proper.

M. D.

AND LASTLY, to the intent that these presents may be duly acknowledged, recorded, registered, and take effect according to the law of the said island of *Tobago*, the said parties to these presents and each and every of them have made,

made, ordained, constituted, appointed, and in their place and stead put; and by these presents do make, ordain, constitute, appoint, and in their place and stead put ——— and ——— all of the said island of *Tobago* jointly, and each and every of them, severally to be their true and lawful attornies and attorney, for them and in their names, to appear before any court, register, or other proper officer of the said island of *Tobago*, to acknowledge and confess these presents to be the act and deed of them the said *John Gibb*, *Anthony Gibb*, and *John Parsons*, and the names and seals hereto subscribed and affixed, to be the respective hands and seals of them the said *John Gibb*, *Anthony Gibb*, and *John Parsons*: And further, to do and perform every or any act matter or thing, in the like cases accustomed, or which shall be necessary for the making these presents valid and effectual in the law according to the true intent and meaning hereof.
IN WITNESS, &c.

I approve of this draught,

M. DUANE.

QUÆRE submitted to Mr. Duane, upon the above deed being laid before him.

Mr. *Parsons* has agreed to lend Mess^{rs} *John* and *Anthony Gibb*, one of whom resides in *London*, and the other in the island of *Tobago*, 3000 l.
on

on their bond and mortgage of two plantations on the said island, at 8 *l. per cent.* which is the common rate of interest in that island; if you should be of opinion the contract is not usurious, as the mortgagee and one of the mortgagors reside in *England* where the interest is annually to be paid. Or if he and the mortgagor who resides in *London*, grant letters of attorney to some persons in that island, to execute the writings there; will it make any difference? if it can be done with safety please to settle this draught accordingly.

ANSWER.

An interest at 8 *l. per cent.* payable in *London* for money lent in this kingdom, is usurious and contrary to law, the interest must be reserved at 5 *l. per cent.* and no more—if the *English* money should be converted into currency, and the currency and the interest should be made payable at *Tobago*, then 8 *l. per cent.* might be reserved.

M. DUANE.

A Mort-

A Mortgage of a Freehold Estate by Demise:

No. III.

THIS Indenture, &c. between *William Wills* of, &c. of the one part, and *Philip Pugh* of, &c. of the other part; *Whereas* the said *William Wills* is in and by one bond or obligation in writing, bearing even date with these presents, become, and stands bound unto the said *Philip Pugh* in the penal sum of — pounds of lawful money of *Great Britain*, with condition for payment unto the said *Philip Pugh*, his executors, administrators, or assigns, of the full sum of — pounds of like lawful money, with interest for the same on the — day of —, as in and by the said bond or obligation and condition thereof (relation being thereunto had) may more fully appear: NOW THIS INDENTURE WITNESSETH, that, as well for the better securing and more sure payment unto the said *Philip Pugh*, his executors, administrators, or assigns, of the said sum of — pounds, and interest, according to the condition of the said recited bond, as also for and in consideration of the sum of five shillings of like lawful money, to the said *William Wills* in hand, at or before the sealing and delivery of these presents, by the said *Philip Pugh*, well and truly paid, the receipt whereof is hereby acknowledged [*if not as a collateral se-*

A bond recited.

As a further security.

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3 Y

curity,

Original Precedents

curity, insert as follows after the parties names,
 " Witnesseth, that for and in consideration of
 " the sum of ——— pounds, of good and law-
 " ful money of *Great Britain*, to the said *Wil-*
 " *liam Wills*, in hand, at and before the seal-
 " ing and delivery of these presents, by the said
 " *Philip Pugh*, well and truly paid, the receipt
 " whereof he the said *William Wills* doth here-
 " by acknowledge, and thereof, and of and
 " from every part thereof, doth acquit, release,
 " and for ever discharge the said *Philip Pugh*,
 " his executors and administrators, and every of
 " them by these presents."] He the said *William*
Wills hath granted, bargained, sold, and dem-
 mised, and by these presents doth grant, bar-
 gain, sell, and demise, unto the said *Philip*
Pugh, his executors, administrators, and assigns,
 ALL, &c. and also all other the closes, pieces
 and parcels of arable land, pasture and wood
 ground whatsoever, of him the said *William*
Wills, lying and being in the parish of ———
 aforesaid, together with all trees, woods, un-
 derwoods, hedges, ditches, fences, mounds,
 ways, waters, water-courses, commons, com-
 mon of pasture, profits, priviledges, commodi-
 ties, advantages, and appurtenances, to all and
 every of the aforesaid hereditaments and pre-
 mises belonging, or in any wise appertaining.
 [If the mortgage is of an house, insert the fol-
 lowing general words instead of the foregoing,
 " Together with all rooms, chambers, cellars,
 " sollars,

“follars, yards, backfides, erections, buildings,
 “ways, passages, lights, easements, waters,
 “water-courses, profits, commodities, advan-
 “tages, hereditaments, and appurtenances
 “whatsoever, to the said messuage or tenement
 “and premisses, hereby demised, belonging,
 “or in any wise appertaining, or therewith
 “held, used, occupied, or enjoyed, or accepted,
 “reputed, taken, or known as part, parcel, or
 “member thereof, or of any part thereof.”]

And the reversion and reversions, remainder
 and remainders, rents, issues, and profits, of all
 and singular the said premisses, and of every
 part and parcel thereof; [*if the premisses are on
 lease, insert as follows,* “Remainder and re-
 “mainders, yearly and other rents, issues and
 “profits reserved, had, due or payable, or to
 “become due and payable upon any demise or
 “demises of the said premisses, or any part or
 “parcel thereof.”] And all the estate, right,
 title, interest, possession, inheritance, property,
 claim and demand whatsoever of him the said
William Wills of, in, and to the same, or any
 part or parcel thereof, *To have and to hold* the
 said messuage or tenement, closes or fields of
 arable land, pasture, wood ground, and all and
 singular other the premisses hereinbefore grant-
 ed and demised, or meant, mentioned, or in-
 tended so to be, with their and every of their
 appurtenances, unto the said *Philip Pugh*, his
 executors, administrators, and assigns, from the

day next before the day of the date of these presents, for and during, and unto the full end and term of five hundred years, from thence next ensuing, and fully to be compleat and ended, without impeachment of, or for any manner of waste, *yielding and paying* therefore, yearly, and every year during the said term, unto the said *William Wills*, his heirs and assigns, the rent of one pepper corn only on the feast day of ——— in every year (if the same shall be lawfully demanded); Provided always, and these presents are upon this express condition, nevertheless, that if the said *William Wills*, his heirs, executors, administrators, or assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *Philip Pugh* his executors, administrators, or assigns, [*if as a collateral security, insert as follows*, “ The “ said sum of ——— pounds, and interest, on “ the said ——— day of ———, according to the “ condition of the said recited bond, and in “ discharge of the same:” *if not as a collateral security*, “ The full sum of ——— pounds, of “ lawful money of *Great Britain* in manner “ and form following (that is to say); The sum “ of ——— pounds, part thereof, on the ——— “ day of ———, and the sum of ——— pounds, “ residue and in full payment thereof, on the “ ——— day of ———;” *or thus*, “ The said “ sum of ——— pounds of lawful money of “ *Great Britain*, with interest for the same after “ the

“ the rate of — pounds, on the — day of
 “ —, without making any deduction or
 “ abatement whatsoever thereout”] Then this
 present indenture of demise, and every ar-
 ticle, clause, and thing herein contained, shall
 cease, determine and be utterly void, any thing
 hereinbefore contained to the contrary in any
 wise notwithstanding; And the said *William Wills*
 for himself, his heirs, executors, and admini-
 strators, doth covenant, promise, and agree to
 and with the said *Philip Pugh*, his executors,
 administrators, and assigns, and to and with
 every of them by these presents, that he the
 said *William Wills*, his heirs, executors, or ad-
 ministrators, or some of them, shall and will
 well and truly pay, or cause to be paid, untill
 the said *Philip Pugh*, his executors, adminis-
 trators, or assigns, the said sum of — pounds,
 and interest, on the day and time, according to
 the true intent and meaning of the condition
 of the said bond, and of the proviso or condi-
 tion aforesaid, [if not as a collateral security, in-
 sert “ The said sum of — pounds of good
 “ and lawful money of *Great Britain*, with in-
 “ terest for the same, after the rate of —
 “ pounds, on the — day of —;” (or thus)
 “ At the time hereinbefore mentioned and ap-
 “ pointed for payment thereof, without mak-
 “ ing any deduction or abatement thereout as
 “ aforesaid,”] And the said *William Wills*, for
 himself, his heirs, executors, and administra-
 tors,

tors, and for every of them doth further covenant, promise, and agree to and with the said *Philip Pugh*, his executors, administrators, and assigns, by these presents, in manner and form following (that is to say); That he the said *William Wills*, now hath in himself good right, true title, full power, and lawful and absolute authority, to grant, bargain, sell, and demise the said messuage, &c. and all and singular other the premises hereinbefore mentioned and intended to be hereby granted and demised, with their and every of their appurtenances, unto the said *Philip Pugh*, his executors, administrators, and assigns, in manner and form aforesaid, according to the true intent and meaning of these presents; And that he the said *Philip Pugh*, his executors, administrators, and assigns, and every of them, shall and may from time to time, and at all times, from and after default shall happen to be made of or in payment of the said sum of ——— pounds, and interest, or any part thereof, contrary to the true intent and meaning of the aforesaid proviso and covenant, for payment of the same, peaceably and quietly enter into, have, hold, occupy, possess, and enjoy the said messuage, &c. and all and singular other the premises hereinbefore mentioned and intended to be hereby demised, and receive and take the rents, issues, and profits thereof, to his and their own use and uses, for and during all the rest and residue

residue of the said term of five hundred years,
 which shall be therein then to come and unex-
 pired, without any let, suit, trouble, eviction,
 molestation, or interruption, of or by the said
William Wills, his heirs, executors, or admini-
 strators, or any of them, or of or by any other
 person or persons, lawfully claiming or to claim
 by from or under him, them, or any of them;
 and that free and clear, and freely, clearly and
 absolutely acquitted, freed and discharged, or
 otherwise well and sufficiently saved, kept harm-
 less and indemnified by the said *William Wills*,
 his heirs, executors, and administrators, or
 some of them, of and from all and all manner
 of former and other gifts, grants, bargains,
 sales, leases, mortgages, jointures, dowers and
 titles of dower, uses, wills, entails, statutes,
 judgments, recognizances, executions, extents,
 and of and from all other estates, titles, troubles,
 charges, and incumbrances whatsoever, *had,*
made, committed, done, or suffered, or to be had,
made, committed, done, or suffered, by the said
W. Wills, his heirs, executors, or administrators,
or any of them, or of or by any other person or per-
sons whatsoever, except an indenture of lease bear-
ing date the — day of —, made by the said
W. Wills to A. B. of the messuage, &c. hereinbe-
fore mentioned to be in the tenure or occupation of
—, for twenty-one years from the feast day of
— which was in the year of our Lord —, at
the yearly rent of — pounds, payable quarterly;

The words in
 Italics are to be
 retained or ex-
 punged as the
 case may require.
 T. W. W.

Original Precedents

and also except one other indenture of lease, &c.
 AND further, that he the said *William Wills*, his heirs, executors, or administrators, and all and every other person and persons, lawfully claiming or to claim, any estate, right, title, trust, or interest of, in, or to the said premises hereby granted and demised, or any part thereof, by, from, under or in trust for him or them, shall and will from time to time, and at all times, from and after breach of the proviso or condition aforesaid [*or thus*, "From and after default shall be made of, or in payment of the said sum of ——— pounds, and interest as aforesaid, or any part thereof, contrary to the proviso or condition aforesaid"]; at the reasonable request, and at the proper costs and charges in the law of the said *Philip Pugh*, his executors, administrators, or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, assuring, and confirming of all and singular the said premises hereinbefore mentioned, and intended to be hereby demised, with their and every of their appurtenances, unto the said *Philip Pugh*, his executors, administrators, and assigns, for and during all the
 rest

rest and residue of the said term of five hundred years, which shall be therein then to come and unexpired, *freed and discharged of and from the said proviso or condition for redemption hereinbefore contained, and of and from all provisos, conditions, right, title, benefit, and equity of redemption whatsoever*, as by the said *Philip Pugh*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required: *And lastly*, the said *Philip Pugh*, for himself, his executors and administrators, doth covenant, promise, and agree to and with the said *William Wills*, his heirs and assigns, That [*if the mortgage is a collateral security, say* "until breach shall happen to be made of the above written proviso or condition;" (*if not, say*) "until default shall be made of or in payment of the said sum of ——— pounds, with interest for the same after the rate aforesaid, or some part thereof, contrary to the proviso or covenant in that behalf hereinbefore contained,"] it shall and may be lawful to and for the said *William Wills*, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said premises hereby demised, and every part and parcel thereof, and receive and take the rents, issues, and profits thereof, to his and their own use and uses, without any let, suit, trouble, denial, interruption, molestation, or hindrance whatsoever, of him the said

Some times inserted.

Philip

Original Precedents

Phillip Pugh, his executors, administrators, or assigns, or any other person or persons whatsoever lawfully claiming or to claim, by, from or under him, them, or any of them. IN WITNESS, &c.

T. W. W.

A further Mortgage by Indorsement.

WHEREAS the within named *Phillip Pugh*, hath advanced and lent unto the within named *William Wills*, the further sum of — pounds, the receipt whereof the said *William Wills* doth hereby acknowledge, and thereupon the said *William Wills* hath entered into one bond or writing obligatory, under his hand and seal, bearing even date with these presents, to the said *Phillip Pugh*, in the penal sum of — pounds, of lawful money of *Great Britain*, with condition thereunder written, for making the same void, upon payment, unto the said *Phillip Pugh*, his executors, administrators, or assigns, of the sum of — pounds of like lawful money, with interest for the same, after the rate of —, on the — day of — as in and by the said bond or writing obligatory, and the condition thereof, relation being thereunto had may more fully appear; Now know ye, that as well for the better securing, and more sure payment unto the said *Phillip Pugh*, his executors, administrators,

strators, and assigns, of the said further sum of ——— pounds, and interest, on the said ——— day of ——— next ensuing, according to the true intent and meaning of the said recited bond or obligation, he the said *William Wills doth* hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said *Phillip Pugh*, his executors, administrators, and assigns, that the messuages, &c. and all and singular other the premises with the appurtenances, by the within written indenture of demise or mortgage, mentioned to be granted, bargained, sold, and demised, and every part and parcel thereof, shall stand chargeable, remain, continue, and be a security unto him the said *Phillip Pugh*, his executors, administrators, and assigns, as well for the payment of the sum of ——— pounds within mentioned, and the interest thereof, as also for the payment of the said further sum of ——— pounds, now lent and advanced as aforesaid, and the interest thereof: and that the said premises, or any part thereof shall not be redeemed or redeemable either in law or in equity, until not only the said sum of ——— pounds before lent, and the interest thereof, but also the said sum of ——— pounds, now lent, and the interest thereof shall be paid and satisfied, unto the said *Phillip Pugh*, his executors, administrators, and assigns, according to the true intent and meaning of these presents. IN WITNESS, &c.

A Mort-

No. IV. *A Mortgage from the Tenants for Life, and a Person intitled in Reversion under a Marriage Settlement.*

The considera-
tion.

THIS INDENTURE, &c. between *William Fenn*, late of ——— in the city of *London*, stationer, and now of ——— in the county of *Kent*, gentleman, and *Mary* his wife, who is the only surviving daughter and devisee named in the last will and testament of *Henry Bell*, late of ———, otherwise ———, in the parish of ——— in the county of *Middlesex*, gentleman, deceased, and *Elizabeth Bell*, widow and relict of the said *Henry Bell*, of the one part; and *Richard Roe* of, &c. gentleman, of the other part; *Witnesseth*, that for and in consideration of the sum of six hundred pounds of good and lawful money of *Great Britain*, to the said *William Fenn* or *Elizabeth Bell*, or one of them, in hand well and truly paid by the said *Richard Roe*, at or before the sealing and delivery of these presents, the payment and receipt of which said sum of six hundred pounds, the said *William Fenn* and *Elizabeth Bell*, do hereby acknowledge, and thereof, and of every part thereof, do acquit, release, and for ever discharge the said *Richard Roe*, his executors and administrators by these presents they the said *William Fenn* and *Mary* his wife, and *Elizabeth Bell*,
have

have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release unto the said *Richard Roe*, (in his actual possession, now being by virtue of a bargain and sale to him thereof made, by the said *William Fenn*, and *Mary* his wife, and *Elizabeth Bell*, in consideration of five shillings a-piece, by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and his heirs, ALL that messuage, tenement, or farm, with the lands, and grounds thereunto belonging, and therewith used, situate, lying and being in the hamlet of ——— in the parish of ——— aforesaid, late in the tenure or occupation of *Mary Fox*, widow, and now in the tenure or occupation of the said *Mary Fox* and *William Fenn*, their assigns or under-tenants; and also all that messuage or tenement, and one acre and a half of meadow ground, be the same more or less, situate, lying, and being in the said hamlet of ——— in the parish of ——— aforesaid, now or late in the tenure or occupation of *Thomas Fox*, his assigns or under-tenants; and also all that messuage or tenement, with the garden, and a piece or parcel of meadow or pasture ground thereunto belonging or therewith used, containing by estimation

The conveyance.

Possession transferred.

Parcels.

estimation one acre, be the same more or less, situate, lying, and being in the said hamlet of ——— in the parish of ——— aforesaid, late in the tenure or occupation of *Thomas Tilt*, and now of *James Turvey*, his assigns or undertenants; and also the barns, stable, yard, and sheds belonging to, and used with the last mentioned messuage, lately untenanted, but now also in the tenure or occupation of *James Turvey*; and also all that messuage or tenement, with the garden and orchards thereunto belonging, and therewith used, situate, lying, and being in the said hamlet of ——— in the parish of ——— aforesaid, now divided into three tenements, late in the several tenures or occupations of *Jasper Swingle*, *William Henman*, and ——— *Jackson*, but now of the said *Jasper Swingle*, *William Fenn*, and *Thomas Jackson*, or some or one of them, or of their assigns or undertenants; and also the barn, yard, and out-houses in the hamlet of ——— aforesaid, belonging to, and heretofore used, with the last mentioned messuages, late in the several tenures or occupations of the said *Elizabeth Bell*, and *John Humphrey*, gentleman, and now of the said *William Fenn*, his assigns or undertenants; and also all that orchard in ——— aforesaid, with the shed thereupon lately erected, belonging to, and heretofore used, with the last mentioned messuage, late in the tenure or occupation of the said *Elizabeth Bell*, and
now

now of the said *William Fenn*, his assigns or under-tenants; and also all that other orchard in ——— aforesaid, belonging to and heretofore used, with the last mentioned messuage, late in the tenure or occupation of the said *Elizabeth Bell*, and now of the said *William Fenn*, his assigns or under-tenants; and also all that piece or parcel of meadow or pasture ground in ——— aforesaid, to the last mentioned orchard, belonging and containing by estimation two acres, be the same more or less, late in the tenure or occupation of the said *Elizabeth Bell*, and now of the said *William Fenn*, his assigns or under-tenants; and also all those lands or grounds, situate, lying, and being in the said parish of ——— in the county of ——— containing by estimation, four acres, be the same more or less, now or late in the tenure or occupation of *John Wacherel*, his assigns or under-tenants; and also all those lands and grounds situate, lying, and being in ——— aforesaid, containing by estimation, two acres, be the same more or less, late in the tenure or occupations of the above named *John Humphrey*, and now of the said *William Fenn*, his assigns or under-tenants; and also all that piece or parcel of land or ground; situate, lying, and being in ——— aforesaid, containing by estimation, one acre and one rood, be the same more or less, late in the tenure or occupation of *Joseph Constable*, and now of the said *William*

General words.

Habendum.

liam Fenn, his assigns or under-tenants, all which messuages, lands, tenements, hereditaments, and premisses hereinbefore particularly mentioned and described, were given and devised to the said *Mary Fenn*, in and by the last will and testament of the said *Henry Bell*, her late father, deceased; and also all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, trees, woods, underwoods, ways, paths, passages, waters, water-courses, commons, common of pasture, easements, profits, privileges, commodities, advantages, hereditaments and appurtenances whatsoever, to the said messuages, lands, and premisses, or to any part thereof, belonging or in anywise appertaining, or therewith used, held, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, of all and singular the said premises; and all the estate, right, title, and interest of them the said *William Fenn*, and *Mary* his wife, and *Elizabeth Bell*, of, in, and to the same premisses, and every or any part thereof; *To have and to hold* all and singular the said messuages, lands, tenements, hereditaments, and premisses hereby granted, released, or hereinbefore mentioned or intended so to be, with their and every of their appurtenances, unto the said *Richard Roe* and his heirs, to the use and behoof of the said *Richard Roe*, his heirs and assigns;

assigns; *And* for the better and more effectual granting and assuring the said messuages, lands, tenements, hereditaments, and premisses unto and to the use of the said *Richard Roe* and his heirs, he the said *William Fenn*, for himself, his heirs, executors, and administrators, and for the said *Mary* his wife, and the said *Elizabeth Bell*, for herself and her heirs, do covenant, promise, and agree, to and with the said *Richard Roe*, his executors, administrators, and assigns by these presents, that they the said *William Fenn* and *Mary* his wife, and *Elizabeth Bell*, shall and will, as of next *Trinity Term*, or of some other subsequent term, at the proper costs and charges in the law of him the said *William Fenn*, his executors or administrators, in due form of law, acknowledge and levy, before the justices of his majesty's court of Common Pleas at *Westminster*, unto the said *Richard Roe* and his heirs, one or more fine or fines, *sur consance de droit come ceo*, &c. to be ingrossed, recorded, and sued forth with proclamations, according to the usual course of fines for assurance of land, in such cases accustomed, of and upon all and singular the said messuages, lands, tenements, hereditaments, and premisses, hereby granted and released, or hereinbefore mentioned or intended so to be, with their and every of their appurtenances, by such apt and convenient name and names, number of messuages, quantities, and qualities of land, and

Covenant to
levy a fine.

to enure to the
use of the mort-
gages.

Subject to a
proviso of re-
demption.

other certainties and descriptions as shall be thought fit and proper, and shall effectually comprehend the same; *And* it is hereby declared and agreed by and between all the said parties to these presents, that the said fine or fines so as aforesaid, or in any other manner, or at any other time or times, to be had, levied, or acknowledged, and all and every other fine and fines whatsoever already had, levied, or acknowledged by the said parties hereunto, or any of them, of the said messuages, lands, tenements, hereditaments, and premises hereby granted and released, or of any of them, or of any part or parcel of them, or any of them, shall be and enure, and shall be deemed, adjudged, construed, and taken to be and enure, to the only use and behoof of the said *Richard Roe*, his heirs and assigns for ever; *Subject* to the proviso hereinafter contained and expressed (that is to say); PROVIDED ALWAYS, and these presents are made upon this express condition nevertheless, that if the said *William Fenn* and *Mary* his wife, and *Elizabeth Bell* or any of them shall and do well and truly pay or cause to be paid unto the said *Richard Roe*, his executors, administrators or, assigns, the said sum of six hundred pounds of lawful money of *Great Britain*, together with interest for the same, at the rate of five pounds *per cent. per ann.* at the days and times, and in the proportions and manner

manner following, (that is to say) the sum of fifteen pounds, being half a year's interest of the said sum of six hundred pounds after the rate aforesaid, at or on the 2d day of *February* next ensuing the day of the date of these presents, and the further sum of six hundred and fifteen pounds, being the whole principal money, and another half year's interest thereof, after the rate aforesaid, at or on the 2d day of *August*, which will be in the year of our Lord 17—, without making any abatement or deduction out of the same or any part thereof for or in respect of any taxes, assessments or impositions already taxed, assessed or imposed, or hereafter to be taxed, assessed, or imposed on the premises hereby granted as aforesaid, or upon the said sum of six hundred pounds or any part thereof, by any present or subsequent act of parliament or other authority whatsoever, or for or in respect of any other reprises whatsoever, then and from thenceforth, these presents, and every thing herein contained, shall cease, determine, and become absolutely void and of no effect to all intents and purposes. whatsoever. *And* then and in such case the said messuages, lands, tenements, hereditaments, and premises, shall remain, continue, and be, and the said fine shall enure to the use of such person and persons, and for such estate and estates, and to and for such intents and purposes (subject to the limita

And then the fine to enure subject to the settlement to the appointment of the mortgagor's wife.

tions for the benefit of the children of the said *William Fenn* and *Mary* his wife, contained in her marriage settlement, bearing date the 20th day of *January 17—*) as she the said *Mary Fenn* by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of two or more credible witnesses, or by her last will and testament in writing, or any writing in the nature of her will, to be by her signed, sealed, published, and declared in the presence of three or more credible witnesses, shall alone if unmarried, or by and with the consent and approbation of *Stephen Holland* and *Robert Holden*, the trustees named in the said settlement, or the survivor of them, or the heirs of such survivors in writing under their hands and seals, if she the said *Mary Fenn* shall be then under coverture, nominate, direct, limit, declare, or appoint, and for want of such nomination, direction, limitation, declaration or appointment, and as to such of the premises whereof no such appointment shall be made, and as any estate or estates so to be appointed shall end or determine; To the use of the said *Elizabeth Bell*, her heirs and assigns for ever; and the said *William Fenn* for himself, his heirs, executors, and administrators, and for every of them doth covenant, promise, and agree to and with the said *Richard Ree*, his heirs and assigns by these presents in manner following (that is to say) that he the said *William Fenn* and *Mary* his wife,

And for want
of such appoint-
ment,

to the use of
the party inti-
tled to the re-
version.

wife, and *Elizabeth Bell* now at the time of the sealing and delivery of these presents are lawfully and rightfully seised of a good estate of freehold and inheritance in fee simple of and in the messuages, lands, tenements, hereditaments, and premises hereby granted and released, with the appurtenances, and now hath in themselves good right, and lawful power and authority to grant and release the said premises to the said *Richard Roe* his heirs and assigns, subject to such proviso and condition as aforesaid. And also that he the said *William Fenn* his heirs, executors, or administrators, or some or one of them shall and will well and truly pay, or cause, to be paid unto the said *Richard Roe*, his executors, administrators, or assigns the said sum of six hundred pounds together with interest for the same after the rate aforesaid, at such times and in such proportions and manner as herein before mentioned and appointed for payment thereof. And also that if default shall be made in payment of the said sum of six hundred pounds and interest or any part thereof, at the times and in the proportions and manner herein before limited and appointed for payment thereof, then and from thenceforth it shall and may be lawful to and for the said *Richard Roe*, his heirs and assigns, to enter into and upon the said messuages, lands, tenements, hereditaments, and premises with the appurtenances hereby granted and released or mentioned or intended so to be, or

Covenant from the mortgagors that they have right to grant, &c.

and will pay the mortgage money,

and in default the mortgagee may enter.

and peaceably
enjoy free from
all claims,

except of the
children of
mortgagors to
be begotten,

free from in-
cumbrances,

except the set-
tlement.

In default of
payment, fur-
ther assurances
to be executed.

any part or parcel thereof. *And* to have, hold, possess, and enjoy the same, and receive and take the rents, issues, and profits thereof, to and for the use of the said *Richard Roe*, his heirs and assigns, without any lawful let, suit, interruption disturbance, claim, or demand whatsoever of, from, or by the said *William Fenn* and *Mary* his wife, and *Elizabeth Bell* or any of them, or any person or persons whomsoever, lawfully claiming or to claim by from or under them, or any of them (except the child or children of the said *William Fenn* on the body of the said *Mary* his wife begotten or to be begotten) and that free and clear, and freely and clearly acquitted exonerated and discharged of, from, and against all manner of bargains, sales, jointures, dowers, intails, mortgages, judgments, statutes, debts, charges, and incumbrances, whatsoever (except the limitations in the said indenture of settlement of the 20th day of *January* 17—to the use or for the benefit of the child or children of the said *William Fenn* on the body of the said *Mary* his wife, begotten or to be begotten) *AND ALSO* that if any default shall be made in the payment of the said sum of six hundred pounds, and the interest thereof, or any part thereof as aforesaid, then the said *William Fenn* and *Mary* his wife, shall and will at all times from thenceforth at the request of the said *Richard Roe*, his executors, administrators,

tors, or assigns, make, do seal, deliver, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, sealed, delivered, acknowledged, levied, suffered, and executed all and every such further and other acts and deeds, conveyances and assurances in the law whatsoever, for the better, more perfect and absolute granting and confirming the said messuages, lands, tenements, hereditaments, and premises with the appurtenances hereby granted and released unto the said *Richard Roe*, his heirs and assigns for ever, or as the said *Richard Roe*, his heirs or assigns shall direct and appoint, freed and discharged of and from all equity of redemption whatsoever as by him the said *Richard Roe*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required, subject nevertheless to the limitations in the said indenture of settlement contained to the use or for the benefit of the child or children of the said *William Fenn* on the body of the said *Mary* his wife, begotten or to be begotten. *Provided always*, that until default shall be made of or in payment of the said sum of six hundred pounds and interest, or some part thereof in breach of the proviso, and covenant herein before in that behalf contained, it shall and may be lawful to and for the said *William Fenn* and *Mary* his wife, and the survivor of them, to hold and enjoy the said messuages,

Subject to the
uses in settle-
ment.

Proviso that the
mortgagors may
enjoy till
breach of pay-
ment.

messuages, lands, tenements, hereditaments, and premisses hereby granted and released, or intended so to be, with their and every of their appurtenances, and the rents and profits thereof to take and receive to his and their own use, without any lawful let, suit, disturbance, interruption, claim, or demand whatsoever, of, from, or by the said *Richard Roe*, his heirs or assigns, or any person or persons lawfully claiming or to claim by, from, or under him, them, or any of them. IN WITNESS, &c.

I approve of this draft,

WM. RIVETT.

No. V:

A mortgage of Lands by a Tenant for Life in Possession, for securing an Annuity.—— Perused by Mr. Rivett.

A will recited under which the grantor is intitled.

THIS INDENTURE, &c. between *Abel Andrews* of, &c. of the one part; and *Basil Bew* of, &c. of the other part, *Whereas John Andrews* late of, &c. deceased, did in and by his last will and testament duly executed bearing date, give and devise all, &c. to his brother *James Andrews* for life, without impeachment of waste, and after the determination of that estate, then to the eldest and other sons of his said brother *James Andrews* in tail, and in default of such issue to the daughters of his said brother *James Andrews* as tenants in

in common, and for want of such issue to his cousin *Abel Andrews* of, &c. for his life, without impeachment of waste, and from and after the determination of that estate to *Abel Andrews* party hereto son of the said *Abel Andrews* for his life without impeachment of waste and from and after the determination of that estate to the eldest and other sons of the said *Abel Andrews* in tail, and in default of such issue to the daughters of the said *Abel Andrews* as tenants in common with other remainders over, as by the said will, relation being thereunto had, may more fully appear *And whereas* the said *J. Andrews* is since dead without issue, and the said *Abel Andrews* the father is since also deceased whereby the said *Abel Andrews* the son, party hereto, is become seised of the freehold in possession of the said messuages as devised by the said recited will of the said *John Andrews* as aforesaid. *and whereas* the said *Basil Bew* hath this day advanced and paid unto the said *Abel Andrews* the sum of four hundred and eighty pounds of lawful money of *Great Britain* in consideration whereof the said *Abel Andrews* hath agreed to pay to him the said *Basil Bew*, one annuity or yearly sum of sixty pounds of like lawful money, clear of all taxes, and deductions whatsoever, for and during the natural life of him the said *Abel Andrews* by even and equal half yearly payments, to wit, on the feast days of — and — in every year, and for securing

The grantor is
possession,

hath agreed to
grant an annu-
ty chargeable
upon the pre-
misses.

The considera-
tion.

The grant and
demise.

Habendum.

securing the payment thereof accordingly, the said *Abel Andrews* hath agreed to charge his estate for life in the said premisses with the payment of the said annuity. Now THIS INDENTURE WITNESSETH that for and in consideration of the said sum of four hundred and eighty pounds of lawful money of *Great Britain* unto him the said *Abel Andrews* party hereto in hand paid by the said *Basil Bew* at or before the sealing and delivery of these presents, the receipt whereof he the said *Abel Andrews* doth hereby acknowledge, and thereof, and of and from the same and every part thereof doth acquit, release, and for ever discharge the said *Basil Bew*, his executors, administrators, and assigns, and every of them by these presents. He the said *Abel Andrews* hath granted, bargained, sold, and demised, and by these presents doth grant, bargain, sell, and demise unto the said *Basil Bew*, his executors, and administrators, and assigns, all those, &c. by the said recited will of the said *John Andrews* devised as aforesaid, or intended so to be, with their and every of their appurtenances, and the yearly and other rents, issues, and profits reserved, had, due or payable upon any demise or demises of the said premisses or any part thereof. *To have and to hold* all and singular the said messuages with their appurtenances hereby granted, bargained, and sold, or meant, mentioned or intended so to be, and every part and parcel thereof unto the said *Basil Bew*, his executors, administrators

strators, and assigns from the day next before the day of the date of these presents for and during and unto the full end and term of ninety-nine years from thence next ensuing and fully to be compleat, and ended, (if he the said *Abel Andrews* should so long live) yielding and paying therefore yearly and every year during the said term unto the said *Basil Bew* or his assigns the yearly rent of one pepper corn only if the same shall be lawfully demanded, to the intent and purpose that the said *Basil Bew*, his executors, administrators or assigns, shall and do receive and take the yearly rents, issues, and profits of the same premises, and thereout deduct and retain to himself or themselves the annual sum of sixty pounds clear of all taxes and abatements whatsoever, in satisfaction of the annuity agreed to be paid him as aforesaid, and after payment and satisfaction thereof, then upon trust to pay over the residue or surplus of the said rents and profits unto the said *Abel Andrews* or his assigns and to, for or upon no other trust, intent, or purpose whatsoever: *Provided always* and these presents are nevertheless upon this express condition that in case the said *Abel Andrews* or his assigns do and shall, well and truly pay or cause to be paid unto the said *Basil Bew*, his executors, administrators, or assigns, the said annuity or yearly sum of sixty pounds of lawful money, yearly and every year, for and during the natural life of the said *Abel Andrews*, on the feasts of

— and

For 99 years determinable upon the death of grantor.

To the intent that the grantee may receive the rents to satisfy the annuity.

Provido that the grantor upon payment of the annuity may enjoy.

Covenant from
the grantor to
pay the annuity.

— and — in each year, by even and equal half yearly payments next and immediately ensuing each other, the first half yearly payment of the said annuity to begin and be made on the feast of — without making in respect any deduction or abatement thereout, for or of any taxes, assessments, royal aids, or other matter, cause, or thing whatsoever, already laid or imposed, or which at any time hereafter shall be laid or imposed on the said premisses hereby demised, or any part thereof; then and in such case, it shall and may be lawful for the said *Abel Andrews*, or his assigns, to receive and take the whole rents and profits of the said hereby demised premisses, any thing herein before contained to the contrary thereof in anywise notwithstanding: AND the said *Abel Andrews*, for himself, his heirs, executors, and administrators, doth covenant, grant, promise, and agree, to and with the said *Basil Bew*, his executors, administrators, and assigns, and every of them by these presents, that he the said *Abel Andrews* or his assigns, shall and will well and truly pay, or cause to be paid unto the said *Basil Bew*, his executors, administrators, or assigns, the said annuity or yearly sum of sixty pounds of lawful money of *Great Britain*, at or upon the feasts of — and — in each year, by even and equal portions, as the same shall respectively become due and payable, without making any deduction or abatement whatsoever thereout,
for

for or in respect of any taxes, assessments, royal aids, or other matter, cause, or thing whatsoever, according to the tenor and true meaning of the proviso aforesaid; *And* the said *Abel Andrews* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and grant, to and with the said *Basil Bew*, his executors, administrators, and assigns, in manner following (that is to say) that he the said *Abel Andrews*, hath in himself good right, full power, and lawful, and absolute authority to grant, bargain, sell, and demise all and singular the said messuages, &c. and all and singular other the premisses, with their appurtenances, and every part and parcel thereof, unto the said *Basil Bew*, his executors, administrators, and assigns, for the said term of ninety-nine years, (determinable as aforesaid), *And* that he the said *Abel Andrews* hath not committed, done, or suffered, or caused or procured to be committed, done, or suffered, any act or acts, thing or things whatsoever, whereby the said premisses, or any part thereof now are, or shall or may be, at any time or times hereafter, during the term aforesaid, impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever; *And* that the said *Basil Bew*, his executors, administrators, and assigns, shall and may from and after default shall be made in the payment of the said annuity or yearly sum of sixty pounds,

That he has power to grant.

Covenant that, no act has been done to incumber,

that the grantee may enter after default in payment.

or

or any part thereof, on the days and times above appointed for payment thereof, according to the true intent and meaning of these presents, peaceably and quietly have, hold, and enjoy the said hereby granted and demised premisses, with their and every of their appurtenances, for and during all the said term hereby demised, (determinable as aforesaid) without the let, suit, trouble, or molestation, of him the said *Abel Andrews*, or his assigns, or any other person or persons whatsoever; and that free and clear, and freely and clearly acquitted, exonerated, and discharged, of and from all manner of former and other bargains, sales, gifts, grants, jointures, dowers, right, title of dower, forfeitures, mortgages, uses, wills, judgments, executions, extents, statutes, recognizances, obligations, debts, seizures, fines, charges, and incumbrances whatsoever; And the said *Abel Andrews*, doth for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree, to and with the said *Basil Bew*, his executors, administrators, and assigns, by these presents, that he the said *Abel Andrews*, his heirs, executors, administrators, and assigns, and all and every other person and persons, having or lawfully claiming, or which shall or may at any time or times hereafter, have or claim any lawful estate, right, title, or interest of, in, to, or out of the said premisses

2

hereby

Covenant for
further assur-
ances.

hereby granted, and demised, or meant, mentioned or intended so to be, or any part or parcel thereof, by, from, or under him or them, shall and will from time to time, and at all times hereafter, at the reasonable request of the said *Basil Bew*, his executors, administrators, or assigns, at the proper costs and charges, in the law, of the said *Abel Andrews*, make, do, acknowledge, execute and suffer, or cause and procure to be made, done, acknowledged, executed, and suffered, all and every such further and other act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further conveying and confirming all and singular the said premisses, with the appurtenances, and every part and parcel thereof, unto the said *Basil Bew*, his executors, administrators, and assigns, for and during all the rest, residue, and remainder, which shall be then to come and unexpired, of the said term of ninety-nine years hereby granted, (determinable as aforesaid) as by the said *Basil Bew*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required.

IN WITNESS, &c.

A Deed

No. VI.

A Deed of Covenants upon surrendering a Copyhold Estate by Way of Mortgage.

A surrender
with proviso of
redemption re-
cited.

THIS INDENTURE, &c. between *Richard Roe* of, &c. and *Samuel Sims*, of, &c. of the one part; and *Jane Jenner* of, &c. of the other part; *Whereas* the said *Richard Roe* hath on the day of the date of these presents, surrendered into the hands of the lord of the manor of *E.* in the county of *E.* by the rod, according to the custom of the said manor, by the acceptance of *A. B.* of, &c. in the name and stead of *C. D.* esq; chief steward of the manor aforesaid, being thereunto lawfully authorised, by a deputation or letter of attorney, bearing date, &c. to him the said *A. B.* for that purpose made and given by the said *C. D.* All, &c. to hold according to the custom of the said manor, with a proviso, and upon condition nevertheless, that if the said *Richard Roe*, party hereto, his heirs, executors, administrators, or assigns, did and should well and truly pay or cause to be paid, to the said *Jane Jenner*, her heirs, executors, or administrators, the full sum of five hundred and twenty-seven pounds, on the ——— day of ——— now next ensuing, then the said surrender to be void and of none effect, as by the said surrender, relation being thereunto had, may more fully appear : Now THIS INDENTURE

WITNESEETH

WITNESSETH, that the said *Richard Roe*, party
 [hereto, doth for himself, his heirs, executors, and
 administrators, covenant, promise, and agree,
 to and with the said *Jane Jenner*, her executors,
 administrators and assigns, by these presents, that
 he the said *Richard Roe*, his heirs, executors, or
 administrators, or some of them, shall and will
 well and truly pay, or cause to be paid, unto
 the said *Jane Jenner*, her executors, admini-
 strators, or assigns, the said sum of — pounds,
 of good and lawful money of *Great Britain*, at
 the day and time, and in manner and form in
 the said proviso or condition of the said before
 recited surrender limited and appointed for the
 payment thereof: *Provided always*, and it is
 hereby declared by and between the said parties
 hereto, and it is the true intent and meaning of
 them and of these presents, that if he the said
Richard Roe, his heirs, executors, or admini-
 strators, do and shall from time to time, and at
 all times hereafter during the continuance of
 the said recited mortgage or conditional surren-
 der to the said *Jane Jenner* as aforesaid, well
 and truly pay, or cause to be paid, unto the
 said *Jane Jenner*, her executors, administrators,
 or assigns, the interest of five hundred and fifty
 pounds, part of the said five hundred and se-
 venty-seven pounds and ten shillings, from time
 to time as the same shall grow due and owing,
 or become payable at the two feast days or days
 of payment in the year hereinafter mentioned

(that is to say); on the feast day of ——— and ——— next ensuing the date hereof, or within fourteen days next over or after any or either of the said feast days, at the rate of four pounds *per cent. per ann.* Then the interest of the said principal sum of five hundred and fifty pounds, shall and remain payable at the rate of four pounds *per cent. per ann.* only, any thing in these presents contained to the contrary thereof, in any wise notwithstanding: And the said *Richard Roe* and *Samuel Sims*, for themselves severally, and for their several and respective heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said *Jane Jenner*, her heirs, executors, administrators, and assigns, that at the time of the making the hereinbefore recited surrender, they or one of them had a good estate of inheritance in fee simple according to the custom of the said manor, of and in all and singular the messuages, &c. before mentioned to be surrendered, and had good right and lawful and absolute power and authority in themselves, or one of them, to surrender the same and every part thereof unto the said *Jane Jenner*, her heirs and assigns, in manner and form aforesaid, and that the same are free from all former surrender and surrenders and incumbrances whatsoever; and further also, that she the said *Jane Jenner*, her heirs, executors, administrators, or assigns, shall, and lawfully may, from time to time, and at all

all times, from and after default shall be made in payment of the said sum of ——— pounds, or any part thereof, at the day and time in the said proviso or condition of the said hereinbefore recited surrender, limited or appointed for payment thereof, freely, quietly, and peaceably have, hold, use, occupy, possess, and enjoy all and singular the said messuages, &c. and receive and take the rents, issues and profits thereof, to her and their own proper use and behoof without any manner of let, trouble, denial, interruption, or disturbance of or by the said *Richard Roe*, or of, or by the said *Samuel Sims*, their heirs or assigns, or any or either of them, or any person or persons claiming or to claim, by, from, or under them, any or either of them, or any other person or persons whomsoever; And moreover, that in case of any such default in payment of the said sum of five hundred and seventy-seven pounds and ten shillings, at the day and time, and in manner aforesaid, he the said *Richard Roe*, his heirs and assigns, and the said *Samuel Sims*, and all and every other person and persons, having or lawfully claiming any estate, right, title, or interest of, in, or to the said messuages, &c. or any part thereof, by, from, or under the said *Richard Roe*, shall and will from time to time, and at all times, after any such default made in payment as aforesaid, upon the reasonable request of the said *Jane Jenner*, her heirs and assigns, make, do, levy, execute, ac-

4 A 2 knowledge,

knowledge, and suffer all and every such further and other act and acts, thing and things, for the further better and more perfect surrendering, assigning, selling, and confirming of the said messuages, &c.^s and every part thereof, with the appurtenances, unto the said *Jane Jenner*, her heirs or assigns, be it by fine or fines, or common recovery, according to the custom of the said manor, surrender, release, or confirmation, or all or any of the said ways or means, or by any other ways or means in the law whatsoever, as by the said *Jane Jenner*, her heirs or assigns, or her or their counsel, shall be reasonably devised or advised and required, and after default in payment as aforesaid, all and every fine and fines, recovery and recoveries, and other acts and things at any time heretofore or hereafter acknowledged, suffered, or done, of or concerning the said premisses, or any part thereof by the said *Richard Roe*, or any other person or persons whatsoever, shall be and enure, and shall be adjudged, deemed, and taken to be and enure to the use of the said *Jane Jenner*, her heirs and assigns. IN WITNESS, &c.

A Mort-

A Mortgage in Fee, with a Proviso for reducing the Interest, if paid within a limited Time.—
Settled by Mr. WILBRAHAM.

No. VII.

THIS indenture, tripartite, &c. between *John Mark* the elder of, &c. of the first part; *John Mark* the younger, (eldest son of the said *John Mark* the elder by *Elizabeth* his wife) and *Elizabeth Mark* and *Mary Mark*, spinsters, (the daughters of the said *John Mark* the elder, by the said *Elizabeth* his wife) of the second part; and *R. Wilbrabam* of, &c. of the third part; WITNESSETH, That for and in consideration of the sum of three thousand pounds of lawful money of *Great Britain*, to him the said *John Mark* the elder, in hand, well and truly paid, by the said *R. Wilbrabam*, at or before the sealing and delivery of these presents, the receipt and payment whereof he the said *John Mark* the elder doth hereby acknowledge, &c. and also in consideration of the sum of five shillings a-piece of like lawful money, to him the said *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, in hand also paid by the said *R. Wilbrabam* at or before the sealing and delivery of these presents, the receipt whereof is hereby also acknowledged, and for securing the repayment of the said sum of three thousand pounds, together with interest for the same, to the said *R. Wilbrabam*, his executors,

The consideration.

The convey-
ance and confir-
mation.

Possession trans-
ferred.

administrators, and assigns, in manner herein-
after mentioned; he the said *John Mark* the
elder, by and with the consent and approba-
tion of the said *John Mark* the younger, *Eli-
zabeth Mark* the younger, and *Mary Mark*
(testified by their being made parties to, and
sealing and delivering these presents) *HATH*
granted, bargained, sold, aliened, remised, and
released, and the said *John Mark* the younger,
Elizabeth Mark the younger, and *Mary Mark*,
have, and each of them *hath* released, ratified,
and confirmed, and by these presents the said
John Mark the elder, *DOETH* grant, bargain,
sell, alien, remise, and release; and the said
John Mark the younger, *Elizabeth Mark* the
younger, and *Mary Mark*, *Do*, and each of them
doth release, ratify, and confirm, unto the said
R. Wilbrabam in his actual possession, now being
by virtue of a bargain and sale, to him thereof
made by the said *John Mark* the elder, in con-
sideration of five shillings by indenture bearing
date the day next before the day of the date of
these presents, for the term of one whole year,
commencing from the day next before the day
of the date of the same indenture of bargain
and sale, (and by force of the statute made for
transferring uses into possession) and his heirs,
All that capital messuage, &c. all which mes-
suages, tenements, lands, hereditaments, and
premisses were heretofore purchased by the said
John Mark of ———, and all and singular
the

General words,

the houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, trees, woods, under-woods, ways, paths, passages, waters, water-courses, commons, common of pasture, easements, profits, privileges, commodities, advantages, hereditaments, and appurtenances whatsoever, to the said messuages, tenements, lands, and premises, or to any part thereof, belonging, or in any wise appertaining, or therewith used, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, and all other the messuages, tenements, lands, hereditaments, and premises whatsoever, of him the said *John Mark* the elder, or whereof or wherein he or the said *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, or any of them, or any other person or persons, in trust for him, her, them, every, or any of them, are or is seized of, or intitled to any estate or interest whatsoever, in possession, reversion, remainder, or expectancy, situate, lying, or being in the said several parishes, places, or townships of ———, and ——— aforesaid, or any of them, or any other town or village, precinct or territories near thereunto adjoining, or elsewhere in the said county of S. and the reversion and reversions, remainder and remainders of all and singular the said premises, and all the estate, right, title, and interest of them, the said *John Mark* the elder, *John Mark* the younger, *Elizabeth*

Habendum

The proviso of redemption.

Mark the younger and *Mary Mark* of, in, and to the same premisses and every or any part thereof. *To have and to hold* the said capital and other messuages, tenements, lands, hereditaments, and all and singular other the premisses herein before granted and released and mentioned and intended so to be, with their and every of their appurtenances, unto the said *R. Wilbrabam* his heirs and assigns, *to the only proper use and behoof* of the said *R. Wilbrabam*, his heirs and assigns for ever. PROVIDED ALWAYS, and it is hereby expressly declared and agreed by and between the said *R. Wilbrabam* and *John Mark* the elder, and the true intent and meaning of these presents, and the said parties hereto nevertheless is, that if the said *John Mark* the elder, his heirs, executors, administrators, or assigns, or any of them do and shall well and truly pay or cause to be paid unto the said *R. Wilbrabam*, his executors, administrators, or assigns the sum of three thousand one hundred and thirty-five pounds of good and lawful money of *Great Britain* in such shares and proportions and at such times as are hereinafter mentioned (that is to say) the sum of sixty-seven pounds and ten shillings being six months interest for the said principal sum of eight thousand pounds after the rate of four pounds and ten shillings for every hundred pounds for a year on the — day of — next ensuing the date of these presents, and the sum of three thousand and sixty-seven

seven pounds and ten shillings, residue thereof, being the whole of the said principal sum of three thousand pounds, and another half year's interest thereof, after the rate aforesaid, on the — day of *August* then next following, both which will be in the year of our Lord — without making any deduction or abatement whatsoever, out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or any other matter, cause, or thing whatsoever, taxed, charged, or imposed, or to be taxed, charged, or imposed on the hereby granted and released capital and other messuages, &c. or any part thereof, or upon the said sum of three thousand one hundred and thirty five pounds, or any part thereof, or upon the said *R. Wilbrabam*, his heirs, executors, administrators, or assigns, for or in respect of them or either of them, or any part of them, or either of them, by authority of parliament or otherwise howsoever, then and after such payments shall be so made as aforesaid, he the said *R. Wilbrabam*, his heirs or assigns, shall and will upon the request and at the costs and charges of the said *John Mark* the elder, his heirs, executors, administrators, or assigns, convey the said capital and other messuages, &c. with their and every of their appurtenances, unto the said *John Mark* the elder, or his heirs and assigns, or to such person or persons, and for such estate and
estates

Covenant to
pay the mort-
gage money.

That the mort-
gagors are seized
in fee.

estates as he or they shall for that purpose direct or appoint, free from all incumbrances whatsoever, made, done, or committed by him the said *R. Wilbrabam*, his heirs or assigns, as by the said *John Mark* the elder, his heirs or assigns, or his or their counsel &c. so as for the doing thereof the said *R. Wilbrabam*, his heirs or assigns, or any of them be not compelled or compellable to go or travel from the place or places of his, their, or any of their usual abode or dwelling. AND the said *John Mark* the elder, doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said *R. Wilbrabam*, his respective heirs, executors, administrators, and assigns in manner following, (that is to say) that he the said *John Mark* the elder, his heirs, executors, administrators, or assigns, shall and will well and truly pay or cause to be paid unto the said *R. Wilbrabam*, his executors, administrators, or assigns, the aforesaid sum of three thousand one hundred and thirty-five pounds, at such times, and in such shares and proportions, as are for that purpose mentioned and expressed in the aforesaid proviso, without any manner of deduction or abatement whatsoever, according to the true intent and meaning of these presents. AND also that they the said *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, some or one of them, at the time of sealing and delivering

delivering of these presents, are or is, and stand or standeth lawfully and absolutely seised to them or some or one of them, and their, some, or one of their heirs, of a good, sure, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the said capital and other messuages, &c. without any manner of trust, power of revocation, limitation of use or uses, or any other restraint, matter, cause, or thing whatsoever, to alter, change, charge, determine, defeat, or make void the same (except as is hereinafter mentioned to be excepted). AND FURTHER that they the said *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark* have in themselves, or some or one of them have or hath in themselves, him or herself, good right, full power, lawful and absolute authority to grant, bargain, sell, release, and convey, ratify, and confirm all and singular the aforesaid capital and other messuages, &c. with their and every of their appurtenances, unto the said *R. Wilbrabam*, his heirs and assigns, in manner and form aforesaid; And that from and after default shall be made in payment of the aforesaid sum of three thousand one hundred and thirty-five pounds, or any part thereof contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said *R. Wilbrabam*, his heirs or assigns, into all and singular the hereby granted

have a right to convey.

The mortgages may enter in default of payment.

freed from former incumbrances.

Exception.

granted and released capital and other messuages, &c. to enter, and the same from thenceforth peaceably and quietly to have, hold, occupy, possess, and enjoy, and the rents, issues, and profits thereof, and of every part thereof, to receive and take to his and their own use and uses, without any let, suit, trouble, denial, eviction, interruption, or disturbance, of, from, or by the said *John Mark* the elder, his heirs or assigns, or any other person or persons whatsoever, any estate having, or lawfully claiming, of, in or to the said capital and other messuages, &c. or any part or parts thereof, freed, acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by the said *John Mark* the elder, his heirs, executors, administrators, and assigns, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, jointures, dowers, mortgages, settlements, uses, wills, intails, annuities, rent charges, rent seck, and arrears of rent, fines, issues, amerciaments, statutes, recognizances, judgments, executions, extents, seizures, sequestrations, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, save and except several rent charges, fee farm, or other rents or annual payments, not exceeding in the whole the sum of ——— pounds a-year, issuing and payable out of the said premises or some part
or

or parts thereof; *And* the said *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, do hereby severally for themselves, and for their several and respective heirs, executors, administrators, and assigns, acts and deeds, but not jointly, or the one for the other of them, or for the heirs, executors, administrators or assigns, acts or deeds of the other of them, covenant, promise, and agree to and with the said *R. Wilbrabam*, his heirs, executors, administrators, and assigns, that from and after default shall be made, of or in payment of the aforesaid sum of three thousand one hundred and thirty-five pounds, or any part thereof, contrary to the aforesaid proviso and covenant, and the true intent and meaning of these presents, they the said *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, their heirs, executors, administrators, and assigns, and all and every other person and persons, any estate, right, title, or interest, having, or lawfully, or equitably claiming, or to have, or lawfully or equitably claim, of, in, to, or out of the said capital and other messuages, &c. with their and every of their appurtenances, or any part or parts thereof, (save and except only such person or persons as is, are, or shall be, or become intitled to the aforesaid rent charges, fee farm, or other rents or annual payments in respect thereof,) shall and will from time to time
and

Covenant for further assurances after default of payment.

and at all times thereafter, upon the reasonable request of the said *R. Wilbrabam*, his heirs, or assigns, but at the costs and charges of the said *John Mark* the elder, his heirs, executors, administrators, or assigns, make, do, and execute, or cause, &c. all and every such further and other lawful and reasonable act or acts, thing and things, conveyances and assurances, in the law whatsoever, for the further and better, more perfect and absolute conveying, assuring, and confirming all and singular the hereinbefore granted and released capital, and other messuages unto and to the use of the said *R. Wilbrabam*, his heirs and assigns, freed and discharged of and from the aforesaid proviso or agreement for redemption thereof, be it by deed or deeds, indented or not indented, inrolled, or not inrolled, fine or fines, common recovery or recoveries, as by the said *R. Wilbrabam*, his heirs or assigns, or his, or their counsel learned in the law shall reasonably devised or advised and required; PROVIDED ALSO and it is hereby declared and agreed, by and between the said *R. Wilbrabam*, and *John Mark* the elder, that it shall and may be lawful to and for the said *John Mark* the elder, his heirs and assigns, peaceably and quietly to have, hold, occupy, possess, and enjoy the hereby granted and released capital, and other messuages, &c. with their and every of their appurtenances, and to receive, and take the rents, issues, and profits thereof to his and their own use

The mortgagor
till default may
enjoy.

use and uses, until default shall be made in payment of the aforesaid sum of three thousand one hundred and thirty-five pounds, or some part thereof, contrary to the aforesaid proviso and covenant, and the true intent and meaning of these presents, without any let, suit, trouble, denial or interruption of, from, or by the said *R. Wilbrabam*, his heirs or assigns, or any other person or persons whatsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them; *Provided lastly*, and the said *R. Wilbrabam*, doth hereby declare and agree, to and with the said *John Mark*, and the true intent and meaning of these presents nevertheless further is, that if the said *John Mark*, his heirs, executors, administrators, or assigns, or any of them do, and shall, so long as the said principal sum of three thousand pounds, shall remain and continue on this present security, well and truly pay or cause to be paid unto the said *R. Wilbrabam*, interest for the said sum of three thousand pounds, after the rate of four pounds *per centum per annum*, within three calendar months next after the several days and times, whereon half a year's interest shall from time to time become due and payable by virtue of these presents; then and in such case he the said *R. Wilbrabam*, his executors, &c. shall and will accept and take interest for the said sum of three thousand pounds, after the aforesaid rate of four pounds *per centum per annum*, only for every half-year, for which such interest

Proviso for reduction of the interest.

Original Precedents

terest shall be so paid to him or them within the said three calendar months, commencing as aforesaid, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. IN WITNESS, &c.

There was a schedule of the deeds delivered the mortgagee, indorsed on the back of one of the skins in the following manner.

A Schedule of the Deeds and Evidences delivered to the within named R. Wilbraham, upon the execution of a Mortgage for securing to him the Sum of three Thousand Pounds, and Interest, of which the within written is a Counterpart.

After [the] Specification of the deeds the following acknowledgment was signed.

I DO hereby acknowledge that the several deeds and evidences comprised in the above written schedule were delivered to me upon the execution of a mortgage to me for three thousand pounds and interest, of which the within written is a counterpart; And I do hereby promise and undertake that the same shall be delivered, uncanceled, and unaltered to the within named *John Mark* the elder, his heirs, executors, administrators, or assigns, or as he or they shall direct, upon his or their paying to me, my executors, &c. all principal and interest due on the said mortgage, unless I, my executors, &c. shall be prevented or hindered, by fire or other inevitable accident. As WITNESS my hand the day and year first within written.

Cases

Cases in respect to Mortgages.

Whether the Heir at Law of a Mortgagor, who was intitled to Leasehold and Freehold Estates, under a Will, in the Nature of a Tenant in Tail, can by any and what Conveyances make an absolute Title to the Mortgages.

No. I.

WILLIAM Wall being seised in fee, of the freehold, and possessed of the leasehold premises hereinafter mentioned, for the residue of a certain term of one thousand years, which commenced at *Michaelmas* 17—, subject to a ground-rent of fourteen pounds a-year, during the lessor's life, by his will, attested by three witnesses, devised the same in the words following.

25th June
17—.

"I give and bequeath unto *John Som, Edward Cox, John Hand, and Nicholas Ake*, and the survivor of them, and the executors of the survivor of them, those my messuages or mees places, known by the names of ———, *Hill and Rosses*, with all the lands thereunto belonging, lying in the parish of *W——* in the county of *Worcester*, and now in the occupation of *Edward Thrup* and *John Pricbet*, or their under tenants, as also two other closes in *W——* aforesaid, known by the names of *Carpenter's Close, alias the*

Original Precedents

“ *Hill and Carpenter’s Platt, alias Harbor’s Laves,*
 “ now in the occupation of *Richard Bedding-*
 “ *bam*, or his under-tenants (all which *Penelope*
 “ *Hill*, widow, did by indenture of lease, bear-
 “ ing date the 15th day *October* 17—, con-
 “ vey unto me and my assigns, during the
 “ term of one thousand years,) upon special
 “ trust and confidence that they the said *John*
 “ *Som*, *Edward Cox*, *John Hand*, and *Nicholas*
 “ *Ake*, and their executors permit and suffer
 “ my kinsman *William Wall*, and *Hannab* his
 “ now wife, to enjoy the issues and profits of
 “ the said lands and tenements, for and during
 “ the term of fourscore years, if the said *Wil-*
 “ *liam Wall* and *Hannab* his wife, or either of
 “ them shall so long live, and after the decease
 “ of the said *William Wall* and *Hannab* his wife,
 “ my will is, that the said trustees convey the
 “ said lands and tenements, to the issues male
 “ of the said *William Wall*, upon the body of
 “ the said *Hannab*, lawfully to be begotten,
 “ according to the *priviledge* of their birth and
 “ seniority (that is to say) a lease for fourscore
 “ years, to each male issue, and their male issue
 “ successively, if such issue male shall so long live,
 “ and so from time to time to be conveyed to
 “ such male issue, in such manner as is in use,
 “ in intails of lands of inheritance, according
 “ to the common law of *England*, during the
 “ term of the said lease, and for want of such
 “ issue male of the body of the said *Hannab*,
 “ to

“ to the issues male, of the said *William Wall*,
 “ in manner and form aforesaid, and for want of
 “ such male issue of the body of the said *William*
 “ *Wall*, to the issue male of *Thomas Wall* the
 “ son of my brother *Francis Wall*; and for
 “ want of such issue male, the remainder of the
 “ term of years behind and unexpired, be con-
 “ veyed to my right heirs and their assigns.

“ *Item*, I give unto the said *William Wall*, all
 “ the right and title which I have in a messuage
 “ or tenement and lands thereunto belonging,
 “ which I bought of *John Bodbam*, *William*
 “ *Snead*, and *Joyce Bodbam*, widow, lying in
 “ *W*—— aforesaid, at a place called the *B*——,
 “ to him and the heirs male of his body, law-
 “ fully to be begotten, for ever; and for want
 “ of such issue male of the body of the said
 “ *William Wall*, I give and bequeath the said
 “ tenement and lands to *Thomas Wall*, the son
 “ of my brother *Francis Wall*, and the heirs
 “ male of *his* body lawfully to be begotten;
 “ and for default of such issue male to my
 “ right heirs for ever.”—And the said testator
 appointed the said *William Wall* sole executor
 of his said will, who duly proved the same in
 the Bishop of *Worcester*’s court.

William Wall, the devisee and executor, en-
 joyed the said premises during his life, and died
 in 17—, leaving issue two sons and six daugh-
 ters, namely, *William*, *John*, *Hannab*, *Abigail*,
Mary, *Elizabeth*, *Frances*, and *Patience*, and

Original Precedents

by his will dated 10th *August* 17—, bequeathed the residue of his personal estate, after payment of his debts and legacies, to his four daughters, *Abigail*, *Mary*, *Frances*, and *Patience*, and the survivor of them, but does not therein dispose of any real estate, and appoints his wife, *Hannab*, sole executrix of his will, who proved the same in the Prerogative Court of *Canterbury*, and is since dead intestate.

6th December
17—

By indenture of mortgage, *William Wall*, eldest son of *William Wall* the devisee, demised both the said freehold and leasehold premises, to *Samuel Row* for five hundred years, for securing the payment of five hundred pounds, with interest, which mortgage hath since been duly assigned by the said Mr. *Row* to Mr. *Urne*.

William Wall the mortgagor who enjoyed both the freehold and leasehold premises during his life, is lately dead intestate, and without issue, and his brother *John* who is his heir and administrator, and also heir of *William Wall* the first testator, and of *Penelope Hill* the lessor, hath sold the same to Mr. *Urne* the mortgagee for eight hundred pounds, and agreed to allow him out of the purchase money, the principal and interest due on the mortgage.

Qu. Whether Mr. *John Wall* can, by any and what conveyance, make Mr. *Urne* the mortgagee a good title to the said free-

freehold and leasehold premises respectively ?

Ans. " I think it is adviseable for *John Wall* " to levy a fine *sur conuzans de droit*, &c. of the " freehold, and declare the uses thereof to the " mortgagee in fee, or for the corroborating " and confirming the term of five hundred " years, remainder to him the said *John Wall* " in fee, and he may levy a fine *sur concessit* of " the leasehold, whereby he may grant the " leasehold for the remainder of the term " comprised in the lease. and this I think will " secure the title.

" J — H B — s."

" Upon the perusal of this case two objects " of consideration occur in it ; first, with re- " gard to the leasehold estate ; secondly, with " regard to the freehold : and I take it for " granted, that *William Wall*, the devisee " and executor of his uncle, never did any act " of assent to the bequest of this leasehold estate " to the trustees named in the will ; and if not, " the legal estate remained in him till his death, " and afterwards devolved upon *Hannab* his " widow, as the executrix of an executor, and " is now in abeyance, and will continue so " till administration, with the will of the first " testator annexed, is committed to some body " or other ; therefore I apprehend that *William*

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“ the mortgagor had no legal estate in him
 “ at the time he made the mortgage to Mr.
 “ Row; and it seems proper to consider how
 “ far the testator’s intent to make a succession
 “ of estates for life can be followed according
 “ to the rules of law, and what construction a
 “ court of equity might be supposed to put
 “ upon the words of the trust created by this
 “ will, in order to preserve the testator’s intent
 “ and meaning as far as the rules of law will
 “ admit; and I incline to think, that in case
 “ *William*, the grand nephew, had been *in esse*
 “ at the time of his great uncle’s decease, and
 “ the court had been applied to for its direction
 “ and construction upon the words of this will,
 “ the court would have favoured the perpetuity
 “ (which all executory devises are as far as they
 “ go and have ordered a strict settlement to
 “ have been made of this leasehold estate; so
 “ that after the death of *William*, the devisee,
 “ and *Hannab* his wife, *William* their son should
 “ only take as tenant for life, with remainder
 “ to his issue male, absolutely, if any; but in
 “ default, then with remainder over; but as
 “ the grand nephew was not in being at that
 “ time, I think the court would not have strict-
 “ ly carried this trust into execution, or entail-
 “ ed this personalty, but have determined that
 “ *William*, the mortgagor, was entitled in equi-
 “ ty to the absolute estate and interest therein;
 “ And also that the lease for eighty years men-
 “ tioned

" tioned in the will, ought to be considered as
 " a vain attempt to avoid the rules of law,
 " and to create a perpetuity contrary thereto,
 " and (taking the precedent and subsequent
 " clauses in the will together) to comprehend
 " the whole interest of the testator in the one
 " thousand years term, and that in equity it
 " passed to *William*, the mortgagor; and there-
 " fore I apprehend that no further step is ne-
 " cessary to be taken to confirm the mortgage
 " of the personalty, than by enabling the mort-
 " gagee to bring an ejectment upon his own
 " demise, by acquiring the legal estate from
 " the administrator, with the will of the first
 " testator annexed, which may be done by
 " a deed of assent of the administrator, to the
 " bequest in favour of *William* the mortgagor,
 " and his ratifying and confirming the mort-
 " gage; with regard to the testator's devise of
 " the freehold estate, I think that *William*, the
 " devisee took an estate in tail male therein,
 " and if no fine was levied, or recovery suffered,
 " it devolved upon *William*, the mortgagor, as
 " the issue in tail; and upon his death without
 " issue, upon his brother the present Mr. *John*
 " *Wall*, whom I look upon to be now tenant in
 " tail male, with the reversion in fee in himself,
 " as the right heir of the first testator, (the re-
 " mainder in favour of *Thomas*, the son of *Francis*
 " *Wall*, in tail male, being spent and deter-
 " mined by his dying without issue) and there-
 " fore

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“ fore I think that if *John Wall* ratifies and
 “ confirms the mortgage term and levies a fine,
 “ and declares the uses thereof, in the first
 “ place, for the corroborating the mortgage
 “ term, and subject thereto to the use of him-
 “ self and his heirs, the estate tail will be barred,
 “ and Mr. *Urne*, the mortgagee, effectually
 “ secured.

“ THO. WESTON.”

“ First, my opinion is, that, upon the death
 “ of the testator, *William Wall* the uncle, the
 “ legal estate in the leasehold passed to his de-
 “ visees, *Sam, Cox, Hand, and Ake*, upon the
 “ trusts in the will mentioned. The first trust was
 “ to permit *William*, the nephew, and *Hannah*
 “ his wife, to take the rents and profits for their
 “ lives. This was giving the pernancy of the
 “ profits in equity to the nephew for his life,
 “ and he being made *cestuy que trust* for life,
 “ his possession was the possession of the trustees
 “ or devisees before mentioned, and he was by
 “ his entry their tenant at will. It is true he
 “ was executor to the testator, and the primary
 “ property is deemed to be in the executor, in
 “ order that he may, by sale or alienation, get af-
 “ fets for paying the debts and funeral expences,
 “ &c. of the testator, and ordinarily the assent
 “ of the executor is necessary to give a specific
 “ legatee such a legal property as will enable
 “ him to bring an action of trover, but the
 “ slightest

" lightest matter in the world will amount to
 " an assent to a legacy, it being one of those
 " things that the law will, from any kind of
 " grounds, readily presume. Here the very
 " person who was to have the possession under
 " the trust of the will entered, and the court will
 " presume that that entry was to comply with
 " and conform to the intent of the will, and to
 " take as devisee, and not to set up a separate
 " right as executor. If this should be endured,
 " there would be an end of all trusts concerning
 " leaseholds and chattels, for it would depend
 " upon executors, whether the trustees appointed
 " of such leaseholds should or should not have
 " such a vested estate or interest therein as should
 " enable them to perform their trust. In the
 " present case therefore I think the court will
 " intend that the executor did assent, since no-
 " thing to the contrary appears. It was his
 " duty to do so *et stabitur presumptioni donec*
 " *probetur in contrarium.*

" Secondly, I am clearly of opinion, that
 " the direction to the trustees to make leases
 " for fourscore years, to each of the issue male
 " of *William Wall*, the devisee, for their lives
 " successively, was a vain affectation of a per-
 " petuity, which a court of equity would pay
 " no regard to, and there being no issue male
 " of *William*, the devisee, living at the time of
 " the will, I am clear the court would have or-
 " dered the trustees so to convey and assign this
 " lease.

“ leasehold, that *William*, the devisee, should
 “ have had the occupation for his life, and after
 “ his death the whole term and interest therein
 “ should vest in, and belong to, *William* his
 “ eldest son, and I think he could well mortgage
 “ his equitable interest to Mr. *Urne*.

“ Thirdly, I conceive that this is by no
 “ means a proper case wherein to attempt to bar
 “ the entail of the freehold by a fine, *William*
 “ the nephew and devisee of the testator, was
 “ made tenant in tail male of this freehold, with
 “ remainder to *Thomas*, the son of *Francis* the
 “ brother in tail, with reversion to the testator’s
 “ right heirs. The said *Thomas* was the testa-
 “ tor’s heir at law, and had a vested estate
 “ both in the remainder in tail, and in the re-
 “ version in fee, and nothing but a recovery is
 “ sufficient to dock and destroy both the in-
 “ tail and the remainder and reversion; a fine
 “ would let in the reversion, and not bar the
 “ remainder. If *Thomas* should have levied a
 “ fine thereof, and judgments, statutes, or bond
 “ debts of *Thomas*, would be let in thereby; as
 “ was determined by Lord *Hardwicke* in the
 “ case of *Kynaston* and *Delabay*. Therefore in
 “ this case I think, as Mr. *William Wall*, the son
 “ of the devisee, is dead without issue, that Mr.
 “ *John Wall*, who is, I suppose, in possession,
 “ should convey the freehold to a friend to
 “ make him a good tenant to the præcipe for a
 “ recovery, wherein the said Mr. *John Wall*
 “ the

“ the brother, shall be vouched, to enure to
 “ the use of Mr *Urne*, the mortgagee, now the
 “ intended purchaser in fee ; as to the leasehold,
 “ Mr. *John Wall*, as administrator to his bro-
 “ ther *William*, can assign the whole equitable
 “ interest therein to Mr. *Urne* ; but regularly,
 “ there should be a decree, and a representative
 “ to the survivor of the trustees in old *William*’s
 “ will, should be set up, but as a long course
 “ of years has intervened, perhaps a court of
 “ equity would presume they had made a pro-
 “ per settlement, and that through length of
 “ time it is lost or mislaid.

“ J. A. BOOTH.”

Qy. Whether, as *William* and *John*,
 the testator’s grand-nephews,
 were *in esse* at his decease,
 though born after the mak-
 ing his will, *John*, the survi-
 vor, can effectually assign the
 leasehold premises to Mr.
Urne, the purchaser, so as to
 make him a good title there-
 to ?

Ans. “ This circumstance has somewhat
 “ altered the case ; but still I think, that as
 “ *William* and *John* were not born till after
 “ the making the will, the whole property in
 “ the leasehold, would vest, and did vest in
 “ *William* the grand-nephew, as first son of
 “ *William*

“ *William* the devisee, and *John* being his administrator, may sell the same to pay his intestate’s debts and funerals. If there is any surplus, that must be distributed between himself and his sisters as next of kin, but that need not impede the sale.

“ But should there have been any republication of the will after the birth of *William* or *John*, or should there have been any codicil added thereto after that time, for that will be a republication, the case will be very doubtful.”

“ J. A. BOOTH.”

No. II.

Whether Tenants for Life under a Marriage Settlement, where there is no Probability of Issue, can, by Mortgage of the settled Estate, secure the Re-payment of Money borrowed.

19th and 20th
Jan. 17—

BY Indentures of lease and release, the release being tripartite, and made between *Elizabeth Ball*, widow, and *Mary Ball* her daughter, spinster, of the first part; *William Jenner* of the second part; and *Stephen Holt* and *Robert Old*, esquires, of the third part: Reciting, that a marriage was intended between said *William Jenner* and *Mary Ball*; in consideration of the said marriage, and for making a provision for the sole and separate use of the said *Mary*, and for settling and assuring the lands and hereditaments

ments thereafter mentioned, to the several uses thereafter expressed; and in consideration of ten shillings paid by the trustees, the said *Elizabeth Ball*, and also the said *Mary Ball*, with the consent of Mr. *Jenner*, her intended husband, granted and released to the said *Holt* and *Old*, their heirs and assigns, all those messuages, lands, and hereditaments therein mentioned which were devised to the said *Mary Ball* by the will of *Henry Ball*, her late father deceased; And also all those other messuages, lands, and hereditaments therein also mentioned, which were devised to the said *Henry Ball*, deceased, for his life, and after his death, to *Michael Ball*, since deceased, the late brother of the said *Mary Ball*, and his heirs, by the will of *Mary Ball* her grandmother; And also all those other messuages, lands, and hereditaments therein likewise mentioned, which were settled in jointure on the said *Elizabeth Ball* for her life, and after her decease, stood limited to the said *Mary Ball* in fee, as only surviving child of the said *Henry* and *Elizabeth Ball*, to hold all the said premises to the said *Holt* and *Old*, and their heirs to the uses following, viz. to the same uses to which the said premises then stood settled and assured respectively, until the solemnization of the said marriage: and immediately afterwards, as to all the messuages, lands, and hereditaments, devised to the said *Mary Ball*, by the will of the said *Hen. Ball*, her late father, to the use of the said *William*

Original Precedents

Ham Jenner and his assigns for his life *sans waste*, with remainder to trustees to preserve contingent remainders, with remainder to the use of the said *Mary Ball* the party and her assigns for her life *sans waste*, with remainder to trustees to preserve contingent remainders, and as to the messuages, lands, and hereditaments therein mentioned to have been theretofore settled in jointure on the said *Elizabeth Ball*, to the use of the said *Elizabeth Ball* and her assigns for her life, with remainder to trustees to preserve contingent remainders, and as to the premises above limited to the said *Elizabeth Ball* for her life from and immediately after her decease; and also as to all the premises therein before mentioned whereof no use subsequent to the said marriage was thereinbefore declared from and immediately after the said then intended marriage,

To the use of the said *Holt* and *Old*, and their heirs and assigns, during the lives of the said *William Jenner* and *Mary* his intended wife, and the life of the survivor; upon trust, during the life of the said *Mary Ball* the party, to pay the rents and profits unto, or permit the same to be received by such person or persons as the said *Mary*, notwithstanding her coverture, should by writing under her hand appoint, and for want of such appointment, then upon trust to pay the same into the proper hands of the said *Mary*, or permit her to receive the

the same to her own sole and separate use, so as not to be liable to the debts, disposition, or engagements of her said intended husband; and for which rents, and profits, the receipts of the said *Mary* or such persons as she should appoint to receive the same should be sufficient discharges to the trustees, or to the tenants of the premises, notwithstanding her coverture; and from and after the death of the said *Mary Ball* the party, in trust for the said *William Jenner* and his assigns for his life, if he should survive her; and

As to all the premises thereby granted and released from and immediately after the several deceases of the said *Elizabeth Ball*, *William Jenner*, and *Mary Ball*, his then intended wife and of the survivor of them,

To the use of such child or children of the said marriage, and for such estates, terms, or interests, and in such shares and proportions (if more than one) and subject to such charges and payments to other children as the said *William Jenner* and *Mary* his intended wife by any deed or writing should jointly appoint; and for want of such appointment,

To the use of all and every the child and children of the said marriage, equally to be divided between them, share and share alike, and to take as tenants in common, and of the heirs of the several and respective body and bodies of such child and children, and upon
the

It is therefore proposed that Mr. Jenner and his wife shall by demise, and deed of appointment, and a fine *sur concesserunt*, if needful, grant and demise to the lender of the money, all the lands and premisses mentioned in the settlement which were devised to Mrs. Jenner by the will of Mr. Ball her father (which are a sufficient security for the sum intended to be lent) to hold to the intended mortgagee, his executors, &c. for five hundred years, subject to a proviso to be void on payment of the money lent with interest—with a covenant on the part of the mortgagee, that upon due payment of the interest, Mr. Jenner and his wife shall quietly enjoy the premisses, during their joint lives, and the life of Mrs. Jenner, if she should survive her husband, or until there shall be a failure of issue of the marriage, this covenant being intended to secure the mortgaged premisses from a sale or absolute foreclosure before it will be possible to raise the money from any person but such a friend as now offers.

Qu. Whether such a mortgage will be a good security against all persons who may claim under the above settlement, except the issue of the marriage; and is a fine *sur concesserunt* necessary or not, or
can

can a good security be made in any other and what manner of the above premises, or of all or any other and what part of the settled estate, be pleased to point out particularly in what manner such security may be made, and who ought to be parties thereto; and whether the trustees and Mrs. Ball, or either of them may safely join therein or not?

"I think that Mr. and Mrs. Jenner may make a mortgage of the premises devised by the will of Mrs. Jenner's father, which will be a good security, subject to the contingency of their having issue, and in order thereto, I think that Mr. and Mrs. Jenner should, in consideration of the sum intended to be advanced, demise the premises to the intended lender for a term of one hundred years, if they or either of them shall so long live; and that Mr. and Mrs. Jenner should covenant to levy a fine *sur concesserunt* to the lender, and thereby grant the premises to him to hold for the same term, determinable as aforesaid; and that Mrs. Jenner should, in pursuance of her power in the settlement, with the consent of the trustees, limit and

Original Precedents

“appoint the inheritance of the premises in
 “fee to a trustee for the lender, and both the
 “term and inheritance should be made redeem-
 “able upon payment of the principal and in-
 “terest; but I think that care should be taken
 “that the equity of redemption be made sub-
 “ject to Mrs. Jenner’s power of appoin-
 “ment, in the same manner as in the settle-
 “ment.”

R. WILBRAHAM.

“N. B.—I think that the trustees may safely
 “give their consent to such appointment, but
 “that they ought not to join in any grant or
 “demise of the premises.”

R. W.

Partition.

A Deed of Partition of Leasehold Premises.

A lease to two
 persons recited.

THIS INDENTURE, &c. between *George Dutch* of, &c. of the one part; and *Henry Single* of, &c. of the other part. *Whereas* in and by one indenture, bearing date the ——— day of ——— which was in the year of our Lord 17—, and made or mentioned to be made between the right worshipful R. M. doctor in divinity, dean of the cathedral church of the holy and undivided *Trinity* of *Ely* and the chap-
 ter

ter of the same church, of the one part; and the said *George Dutch* and *Henry Single* of the other part; the said dean and chapter, with one assent and consent, for the consideration therein mentioned, did, for themselves and their successors, demise, grant, and to farm let, unto the said *George Dutch* and *Henry Single* all those three messuages, &c. together with all ways, passages, lights, easements, watercourses, privileges, advantages, commodities, and appurtenances whatsoever, to the said three messuages or tenements and stable belonging, or in any wise appertaining; to hold the said three messuages or tenements and stable, and all and singular other the premisses with the appurtenances, unto the said *George Dutch* and *Henry Single*, their executors, administrators, and assigns, from the feast day of ——— last past before the date thereof, unto the full end and term of forty years, from thence next ensuing, and fully to be compleat and ended, at or under the yearly rent or sum of twelve pounds of lawful money of *Great Britain*, payable quarterly as therein mentioned, free from all taxes, charges, and assessments whatsoever, as by the said recited indenture of lease, relation being thereunto had, will more fully appear. AND WHEREAS the said *George Dutch* and *Henry Single* have agreed to make a partition and division of the said three messuages or tenements and stable with their appurtenances,

The lessees have agreed to make a partition and division of the premisses.

nances, betwixt themselves in manner following, that is to say, that he the said *George Dutch* shall from henceforth during the residue of the said term of forty years, and during all new leases to be had and obtained of the aforesaid premises, have, hold, and enjoy to him, his executors, administrators, and assigns, in severalty, at and under the yearly rent of six pounds (being one moiety of the said yearly rent of twelve pounds, payable for the whole premises) the messuage or tenement called or known by the name or sign of the *Ship*, with the yard thereto belonging, as the same are now divided, and in the tenure of him the said *George Dutch*, his undertenants or assigns, and also the messuage or tenement, called or known by the name or sign of the *Lion and Ladle*, late in the tenure or occupation of ——— and now of ——— his undertenants or assigns. And that the said *Henry Single* shall from henceforth, during the residue of the said term of forty years, and during all new leases to be had and obtained of the aforesaid premises, have, hold, and enjoy, to him, his executors, administrators, and assigns in severalty, at and under the yearly rent of six pounds (being the other moiety of the said yearly rent of twelve pounds payable for the whole premises) the messuage or tenement called or known by the name or sign of the *Angel and Still*, as the same is now divided, and in the tenure or occupation of him the said

Henry Single, his undertenants or assigns, and also the great stable lying behind the said messuage or tenement, in the tenure or occupation of the said *George Dutch*, which said stable, late was in the tenure or occupation of *R. T.* And the said parties have further agreed, that for an equality of partition and division of the aforesaid premises, the said *George Dutch* shall pay to him the said *Henry Single* the sum of sixty pounds of lawful money of *Great Britain*.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said recited agreement and in consideration of the release herein-after made or mentioned to be made by the said *George Dutch* to the said *Henry Single*, and also in consideration of the sum of sixty pounds of lawful money of *Great Britain* to the said *Henry Single* in hand paid by the said *George Dutch* at or before the sealing and delivery of these presents, for equality of partition and division as aforesaid, the receipt whereof he the said *Henry Single* doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, release, and discharge the said *George Dutch*, his executors, administrators, and assigns, and every of them for ever, by these presents, he the said *Henry Single* hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit claim unto the said *George Dutch*, his executors, administrators, and assigns, the

The consideration.

The release of part of the premises from the second lessee to the first.

said messuage or tenement with the appurtenances, called or known by the name or sign of the *Ship*, with the yard thereunto belonging, as the same are now divided, and in the tenure or occupation of him the said *George Dutch*, his undertenants or assigns, and also all the said messuage or tenement called or known by the name or sign of the *Lion and Ladle*, now in the tenure or occupation of the said ———

General words.

her undertenants or assigns, and also all ways, passages, lights, easements, waters, water-courses, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said two last mentioned messuages and yard, or any of them belonging, or in any wise appertaining, or therewith, or with any of them, now or late used, occupied, possessed, or enjoyed, and all the estate, right, title, interest, term of years to come and unexpired, trust, property, claim, and demand whatsoever, both in law and equity, of him the said *Henry Single*, of, in, to, or out of the said two last mentioned messuages or tenements yards and premisses, or any of them, or any part or parcel thereof, by force or virtue of the said recited indenture of lease, or otherwise howsoever. *To have and to hold* the same messuages or tenements, yard and other the said last mentioned premisses, with their and every of their appurtenances, unto him the said *George Dutch*, his executors, administrators,

Habendum.
in fealty,

and assigns, in severalty, to and for his and their own use and benefit, from henceforth, for and during all the rest and residue yet to come and unexpired of the said term of forty years therein, *subject* to the payment of the yearly rent or sum of six pounds (one moiety or half part of the said yearly rent of twelve pounds) to the said dean and chapter and their successors, *and also subject* to the covenants in the said recited indenture of lease contained, so far as the same relate and extend to the said premisses hereinbefore allotted and released to the said *George Dutch*, his executors, administrators, and assigns as aforesaid. AND the said *Henry Single* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said *George Dutch*, his executors, administrators, and assigns, that he the said *Henry Single* hath not, at any time heretofore, done, committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the premisses hereinbefore by him released as aforesaid, or the said term of forty-one years therein, is, are, shall, or may be surrendered, forfeited, or avoided, or impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever; *and that* he the said *Henry Single*, his executors, administrators, and assigns, and all others claiming or to claim, from, by, or under him, them, or any of them, shall

subject to a moiety of the rent reserved in the lease,

and to the covenants in respect to such premisses.

Covenant that no act has been done to incumber.

For further assurances.

shall and will at any time during the continuance of the said recited lease, at the request, and at the costs, and charges of the said *George Dutch*, his executors, administrators, or assigns, make, do, and execute, or cause to be made, done, and executed, any further or other lawful and reasonable acts, deeds, or things, for the further and better releasing and assuring of the said last mentioned premises, with their appurtenances, unto him the said *George Dutch*, his executors, administrators, and assigns, for all the then residue of the said term of forty years therein as by the said *George Dutch*, his executors, administrators, or assigns, or his or their counsel learned in the law shall be reasonably advised, devised, or required.—

The release from the first lessee to the second, of the premises allotted to him.

AND THIS INDENTURE FURTHER WITNESSETH, That in further pursuance of the said recited agreement, and in consideration of the release hereinbefore made, or mentioned to be made, by the said *Henry Single* to the said *George Dutch* as aforesaid, and in consideration of the sum of ten shillings of like lawful money, to the said *George Dutch* in hand paid, by the said *Henry Single*, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged: he the said *George Dutch* HATH remised, released, and for ever quit-claimed, and by these presents DOETH, &c. [*here were inserted a like release from G. D. to H. S. of the messuage known by the sign of The Angel and*
Still,

Still, and of the great stable, subject to the yearly rent of six pounds (the other moiety or half part of the said yearly rent of twelve pounds,) and to the covenants contained in the said indenture of lease, and also covenants from G. D. that he had done nothing to incumber the premises released by him, and for further assurances].

AND for the considerations aforesaid, the said *Henry Single* doth hereby for himself, his heirs, executors, and administrators, further covenant, promise, and agree to and with the said *George Dutch*, his executors, administrators, and assigns, that in case the said *George Dutch* shall be minded and desirous at and after the expiration of fourteen years of the said term of forty years, to be computed from the commencement thereof, to have the said recited lease, and the premises thereby demised, surrendered unto the said dean and chapter or their successors, in order to obtain from them a new lease of the same premises, and of such his mind and desire, shall give or leave six months notice or warning, in writing, to or for the said *Henry Single*, his executors, administrators, or assigns, to join in such surrender for the purpose aforesaid; then and in such case, he the said *Henry Single*, his executors, administrators, or assigns, shall and will at or before the end of the said six months notice, join with the said *George Dutch*, his executors, administrators; or assigns, not only in surrendering and yielding up to the said dean and chapter,

Covenant that the parceners upon notice will join in surrendering the original lease in order to obtain a renewal.

and severally
pay a moiety
of the fine for
such new lease.

In case of refu-
sal to join,

100l. to be for-
feited *nomine*
pene.

Covenant that
all new leases
shall be subject
to the present
partition.

ter, or their successors, the said lease and the said premises thereby demised, but also in the obtaining and procuring of one or more new lease or leases from the said dean and chapter, or their successors, of the same premises, for the like term of forty-one years, and at the like yearly rent of twelve pounds, or as near thereto as may be; *And also* that he the said *Henry Single*, his executors, administrators, or assigns, shall and will bear and pay one full and equal moiety or half part of all fines and other charges for or on account of such new lease or leases; *But* in case the said *Henry Single*, his executors, administrators, or assigns, shall wilfully neglect, or refuse to join in such surrender, and in the obtaining and procuring such new lease or leases as aforesaid, or shall refuse to bear and pay one full moiety or half part of all such fines and other charges for or on account of such new lease or leases; *Then*, and in any of the said cases, he the said *Henry Single*, his executors, administrators, or assigns, shall forfeit and pay to the said *George Dutch*, his executors, administrators, or assigns, the sum of one hundred pounds of good and lawful money of *Great Britain* as a pain or penalty; [*here were inserted like covenants from George Dutch*] AND it is hereby declared and agreed by and between the said parties to these presents, and it is the true intent and meaning of them, and of these presents, that all new and further lease and leases

leases hereafter to be obtained of and from the said dean and chapter, or their successors, of and for the premises in manner aforesaid, shall be subject to the partition and division hereby made, or mentioned, or intended so to be, and that the said premises shall, during all such new and further lease or leases, be held and enjoyed by the said respective parties, their respective executors, administrators, and assigns, in severalty, in such parts, shares, and proportions as the same are allotted and set forth, to and betwixt them in manner aforesaid; *And also*, that each of the said parties, his executors, administrators, and assigns, shall and will during the said term of forty years, and during all such further term or terms of years as they shall hereafter have and obtain, of and in the aforesaid premises, well and truly bear, satisfy, and pay one full moiety or half part of the said yearly rent of twelve pounds, or of such further or other rent as shall or may be hereafter reserved and made payable to the said dean and chapter as aforesaid; *And also* that each of the said parties, his executors, administrators, and assigns, shall and will, during all such term and terms as aforesaid, bear, pay, and satisfy all such rates, duties and taxes as shall be rated, taxed, or assessed, for or upon such part or parts of the said premises as are hereinbefore allotted or mentioned, or intended to be allotted to him or them respectively; *And fur-*

Covenant that the parsoners will pay the rent equally,

and also the taxes.

Certain repairs
to be borne by
the parceners
equally.

further, that all such substantial repairs as shall be necessary in or about the foundation, walls, roof, or tiling of the house wherein G. B. lately lived (being part of the premisses hereinbefore divided between the said parties) shall be from time to time borne and sustained by and between the said parties, their respective executors, administrators, and assigns, at their equal costs and charges, during all the estate, term and terms of years, and interest, which they now have or hereafter shall have therein; *And lastly*, that the water-course which now runs through the said messuage or tenement, in the tenure of the said *George Dutch*, and through which is conveyed the water from both the said messuages or tenements in the tenures of the said *George Dutch* and *Henry Single*, into ——— *Street* aforesaid, shall from time to time during all their estate, term and terms of years, and interest of and in the aforesaid premisses, be amended and kept in repair at the equal costs and charges of them the said parties, their respective executors, administrators, and assigns. IN WITNESS, &c.

Perused by

Mr. B. FILMER.

Released..

Releases.

A Conveyance of Freehold Premises, by Lease and Release from a Devisee, to a Purchaser, wherein the Heir at Law joined by way of Confirmation.—Settled by Mr. B. Filmer.

No. 1.

THIS INDENTURE, tripartite, &c. between *William Brooks* of, &c. grand nephew and devisee in the last will and testament of *Bartbolomew Brooks*, late of, &c. deceased, and *Jane* his wife, of the first part; *John Brooks* of, &c. father of the said *William Brooks*, and nephew and heir of the said *Bartbolomew Brooks* of the second part; and *Matthew Hall* of, &c. of the third part; WITNESSETH, that for and in consideration of the sum of four thousand pounds of good and lawful money of *Great Britain*, to the said *William Brooks*, in hand paid by the said *Matthew Hall*, at or before the sealing and delivery of these presents, and in full, for the absolute purchase of the manor, messuages, lands, tenements, hereditaments, and premises hereinafter mentioned, to be hereby granted and released (being the same sum of four thousand pounds, mentioned to be the consideration of one indenture of bargain and sale, bearing even date herewith, and made between the said parties hereto, and in-

The consideration.

and intended to be inrolled in the High Court of Chancery, the receipt of which said sum of four thousand pounds, the said *William Brooks* doth hereby acknowledge, and himself therewith fully satisfied, and thereof, and of and from every part thereof, doth acquit, release, and discharge the said *Matthew Hall*, his heirs, executors, administrators, and assigns, and every of them for ever, by these presents, and also in consideration of five shillings of like lawful money to the said *John Brooks*, in hand also paid by the said *Matthew Hall*, at or before the sealing and delivery of these presents, the receipt whereof is hereby also acknowledged, he the said *William Brooks*, and also the said *John Brooks*, at the desire and request of the said *William Brooks*, testified by his being a party to and sealing of these presents, have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm unto the said *Matthew Hall*, his heirs and assigns, ALL that, &c. (all which said manor, messuages, lands, tenements, hereditaments, and premisses hereinbefore mentioned or intended to be hereby granted and released, are now in the actual possession of the said *Matthew Hall*, by virtue of a bargain and sale, to him thereof made, by the said *William Brooks*; And *John Brooks*, for the term of one whole year, in consideration of

The release.

of five shillings a-piece, by indenture bearing date the day next before the day of the date of these presents, commencing from the day next before the day of the date thereof, and by force of the statute made for transferring uses into possession,) and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof and all the estate, right, title, use, interest, trust, profit, claim and demand whatsoever, of them the said *William Brooks* and *Jane* his wife, and *John Brooks*, or any or either of them, of, in, or to the same premises, or any part or parcel thereof, together with all deeds, evidences, and writings, touching or concerning the said premises, or any part thereof, now in the hands, custody, or possession of them the said *William Brooks* and *John Brooks*, or either of them, or any other person or persons, for their, or either of their use, or in trust for them or either of them, or which they or either of them can lawfully come by without suit in law or equity; *To have and to hold* the said manor, &c. and all and singular other the premises hereinbefore, or intended to be hereby granted and released, with their and every of their rights, members, and appurtenances, unto the said *Matthew Hall*, his heirs, and assigns, to the only proper use and behoof of the said *Matthew Hall*, his heirs and assigns for ever; AND for the better and more effectual convey-

Habendum.

Covenant to
levy a fine.

ing and assuring of the said hereby granted and released premisses, unto and to the use of the said *Mathew Hall*, and his heirs, the said *William Brooks*, for himself, and *Jane* his wife, his heirs, executors, and administrators, and the said *John Brooks*, for himself, his heirs, executors, and administrators, do severally, and not the one for the other, or for the heirs, executors, or administrators of the other, covenant and agree to and with the said *Matthew Hall*, his heirs and assigns, by these presents, that they the said *William Brooks*, and *Jane* his wife, and *John Brooks*, shall and will as of *Hilary* Term last, or before the end of *Easter* Term next ensuing the date of these presents, at the proper costs and charges of the said *William Brooks*, his heirs or assigns, acknowledge and levy before the justices of his Majesty's court of Common Pleas at *Westminster*, unto the said *Matthew Hall* and his heirs, one *fine sur conusans de droit come ceo, &c.* with proclamations thereupon to be had, according to the form of the statute in that case made and provided, of the said manor, &c. mentioned or intended to be hereby granted and released, by such apt names, quantities, and qualities, to ascertain the same, as by the said *Matthew Hall*, his heirs or assigns, or his or their counsel leared in the law, shall be reasonably devised or advised ; *And it is hereby declared and agreed* by and between the said parties to these

pre-

The uses declared

presents, that the said fine so as aforesaid, or in any other manner, or at any other time to be had and levied of the same premisses, and all and every other fine and fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed of the said hereby granted and released premisses, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privy, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and so are and were meant and intended, and are hereby declared to be and enure, to the use and behoof of the said *Matthew Hall*, his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever, and the said *William Brooks*, for himself, his heirs, executors and administrators, doth further covenant, promise, and agree, to and with the said *Matthew Hall*, his heirs and assigns by these presents, in manner and form following (that is to say) that for and notwithstanding any act, matter, or thing by them the said *William Brooks*, and *John Brooks*, or either of them, or the said *Bartholomew Brooks*, deceased, or any other person or persons whatsoever, claiming or to claim, by, from, or under, or in trust for them, or any or either of them, had, made, done, committed, or suffered to the contrary, they the said *William Brooks* and *John Brooks*,

Covenant that the grantors are sealed in fee.

Have right to
convey.

Covenant for
peaceable en-
joyment.

or one of them is or are lawfully and absolutely seised of and in the said manor, &c. and all and singular other the premisses, with the appurtenances mentioned, or intended to be hereby granted and released, and of every part and parcel thereof, of a pure, legal, absolute, and indefeazable estate of inheritance in fee-simple, without any manner of condition, trust, proviso, power of revocation, limitation of use or uses, or other restraint, matter or thing, to determine, alter, charge, impeach, incumber, or make void the same estate; *And also* that for and notwithstanding any such act, matter, or thing as aforesaid; they the said *William Brooks* and *John Brooks*, now have in themselves or one of them hath just right, full power, and lawful and absolute authority to grant and convey all and singular the premisses hereby granted and released, or mentioned to be hereby granted and released, with the appurtenances, unto and to the use of the said *Matthew Hall*, his heirs and assigns, in manner aforesaid; *And* that it shall and may be lawful to and for the said *Matthew Hall*, his heirs and assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said manor, &c. with the appurtenances mentioned or intended to be hereby granted, and released, and every part and parcel thereof, and receive and take the rents issues and profits thereof, from
hence-

henceforth to grow due to his and their own use and uses, without any lawful let, suit, trouble, or interruption, of or by the said *William Brooks* and *John Brooks*, or either of them, their, or either of their heirs or assigns, or any other person or persons lawfully claiming or to claim, by, from, or in trust for them or either of them, or by, from or under the said *Bartholomew Brooks*, deceased, and that free and clear, and freely and clearly, and absolutely acquitted, freed, and discharged, of and from all manner of former and other gifts, grants, bargains, sales, leases, jointures, dowers, titles of dowers, settlements, mortgages, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of from, and against all other titles, charges, and incumbrances whatsoever, had, made, done, committed, or suffered by the said *William Brooks* and *John Brooks* or either of them, or the said *Bartholomew Brooks* deceased, or any other person or persons lawfully claiming or to claim, by from or under them or any of them, (*other than and except a certain term of five hundred years, heretofore limited to J. N. late of, &c. deceased, and now vested in E. G. as executor of the said J. N. and which is intended to be assigned over by the said E. G. unto R. F. of, &c. in trust for the said Matthew Hall, his heirs and assigns, to attend the inheritance of the said premises*); AND that they said *William Brooks* and *John*

Covenant for
further assu-
rances,

Brooks, and their heirs, and all and every other person and persons lawfully claiming or to claim any estate, right, title, or interest, in or to the said premisses hereinbefore mentioned, to be hereby granted and released, or any part thereof, by, from, under, or in trust for them, or the said *Bartholomew Brooks* deceased, shall and will from time to time, and at all times hereafter, during the space of ten years ensuing the date hereof upon the reasonable request, and at the costs and charges in the law of the said *Matthew Hall* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances and assurances in the law whatsoever, be the same by fine or fines, recovery or recoveries, deed or deeds inrolled or not inrolled, the inrollment of these presents or otherwise howsoever, for the further, better, and more effectual conveying, settling, and assuring the said manor, &c. and premisses mentioned, or intended to be hereby granted and released, with their appurtenances unto and to the use of the said *Matthew Hall*, his heirs and assigns for ever, as by the said *Matthew Hall* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, so as
such

such further assurances contain no further or greater warranty or covenant, than only against the parties required to execute the same, and their acts and deeds respectively, and no person be compelled or compellable to travel above the space of ten miles from the place of his, her, or their respective habitations.

IN WITNESS, &c.

A Conveyance of a Manor, by deeds of Lease and Release from a Mortgagee, Mortgagors and the Trustee of an insolvent Person to a Purchaser, with Covenants from the Purchaser upon part of the Purchase Money being left in his Hands, to pay the Interest thereof, to certain Persons for Life, and after their Deaths to divide the Principal among the Parties intitled thereto under a Will.

No. II.

THIS Indenture, of eight parts, &c. between *Elizabeth Coult* of — in the parish of — in the county of *Middlesex*, spinster, of the first part; the Reverend *Robert Smy* of — in the county of — clerk, and *Mary* his wife of the second part; *Thomas Hall* of — in the said county of *Berks*, —, and *Elizabeth* his wife, of the third part; *Emilia Smy* and *Mary Smy* the younger, both of — afore said, spinsters, the two daughters and only children of the said *Robert Smy* by the said *Mary* his wife, of the

A Will recited
whereby the
testator gave a
freehold estate,

to trustees to
sell the same,
and out of the
money to arise
thereby to pay
an annuity to
his daughter a
feme covert and
a sum of money
among her
children.

fourth part; *Daniel Hall* of ——— aforesaid, ———, only son and heir apparent of the said *Thomas Hall* by the said *Elizabeth* his wife, of the fifth part; *William Her* of ———, *London*, wine merchant, of the sixth part; *Edward Edmunds*, of ——— of the seventh part; and *Joseph Hood* of ——— aforesaid ——— of the eighth part. *Whereas John Gib* late of ——— in the said county of *Berks*, gentleman, deceased, by his last will and testament in writing, duly executed, bearing date on or about the 30th day of *March*, which was in the year of our Lord 17—, did give and devise all his estate at or near *K.* in the parish of *L.* in the said county of *Berks* then, or then late in the occupation of his brother *Lionell Gibb* and *John How*, or their assigns, together with all houses, out-houses, yards, gardens, orchards, meadow, pasture, arable and other land and premises, with their appurtenances thereunto belonging unto *Daniel Hall* of *W.* in the said county of *Berks*, gentleman, and *Job All* of *G.* in the said county of *Berks*, yeoman; upon trust, if they should think fit to sell the said premises, and out of the money arising thereby to pay his daughter *Frances Hall*, then the wife of *John At* the sum of ten pounds yearly during her natural life, and two hundred pounds equally between such of her children as should be living twelve months after her decease: And the rest and remaining part of the money

money raised by sale of the said premisses, after discharging the several legacies therein particularly mentioned, the said testator gave and devised unto his two daughters the said *Mary Smy* and *Elizabeth Hall* parties hereto by their then names of *Mary Gib* and *Elizabeth Gib*, and to their heirs and assigns for ever, to be equally divided between them; and the said testator thereby further gave and bequeathed unto the said *Daniel Hall* and *Job All*, all those pieces of meadow ground called *O.* and *A.* both in the parish of *L.* aforesaid; upon trust, by and out of the rents and profits thereof, after the decease of his wife *Ann Gib* to pay to his said daughter *Frances At* the further sum of ten pounds yearly during her natural life, and the said testator devised the said two pieces of ground, subject to the said annuity, and all other his messuages, lands, tenements, hereditaments, and real estate whatsoever unto the said *Mary Smy* and *Elizabeth Hall* equally and to their heirs and assigns for ever, and appointed them executrixs of his said will, and they duly proved the same in the proper ecclesiastical court. *And whereas* by indentures of lease and release, bearing date respectively, the 21st and 22d days of *June*, which was in the year of our Lord 17— and made or mentioned to be made between the said *Daniel Hall*, then the survivor of the trustees and devisees named in the will of the said *John Gib*, deceased, and the

The residue to his two other daughters.

Other estates subject to an annuity.

He devised to the same two daughters,

A mortgage from the surviving trustee with the concurrence of the devisees recited.

the said *Mary Smy* and *Elizabeth Hall* by their then names and descriptions of *Mary Gib* and *Elizabeth Gib* spinsters, two of the daughters, devisees and residuary legatees of the said *John Gib* deceased, who was brother and heir of *Thomas Gib*, late of ——— aforesaid, gentleman, also deceased, of the one part; and *John Lee* of the parish of S. in the said county of *Middlesex*, Esq; of the other part, reciting as therein is recited. It is witnessed, that in consideration of the sum of one thousand one hundred and ninety-six pounds therein mentioned to be advanced and paid by the said *John Lee* in discharge of part of the debts of the said *John Gib*, deceased, and for the better securing the payment thereof; and also in consideration of five shillings to the said *Daniel Hall*, and of four pounds to the said *Mary Smy* and *Elizabeth Hall* therein mentioned to be likewise paid by the said *John Lee*, he the said *Daniel Hall*, did by the direction and appointment of the said *Mary Smy* and *Elizabeth Hall*, testified as therein mentioned, bargain, sell, alien, and release, and the said *Mary Smy* and *Elizabeth Hall*, did thereby grant, ratify, and confirm unto the said *John Lee*, his heirs and assigns, all and every the manor court leet, view of frankpledge, messuages, lands, tenements, and hereditaments, hereinafter mentioned to be hereby granted and released, with their appurtenances. To hold the
same

same unto and to the only proper use and behoof of the said *John Lee*, his heirs and assigns for ever, subject to a proviso therein contained for making void the same on payment by the said *Mary Smy* and *Elizabeth Hall*, or either of them to the said *John Lee*, his executors, administrators, or assigns of the sum of one thousand two hundred pounds with interest at the time and in manner therein mentioned; and the said *Mary Smy* and *Elizabeth Hall* did thereby covenant that they would, before the end of *Trinity* term then next, acknowledge and levy in due form of law one fine *sur connuissance de droit come ceo, &c.* unto the said *John Lee* and his heirs of the said premises; and it is thereby declared and agreed by and between the said parties thereto, that the said fine when levied should be and enure to the use of the said *John Lee* and his heirs, for corroborating and strengthening his title to the premises, subject to redemption, upon payment of the said sum of one thousand two hundred pounds with interest, and from and after payment and satisfaction thereof, to the only proper use and behoof of the said *Mary Smy* and *Elizabeth Hall*, their heirs and assigns for ever, which said fine was levied accordingly. *And whereas* by indentures of lease and release, bearing date respectively, on or about the 8th and 9th 9th days of *August*, which was in the year of our Lord 17—; the release being of three parts,

A settlement upon the marriage of one of the devisees.

parts, and made, or mentioned to be made, between the said *Mary Smy*, by her then name of *Mary Gib*, and the said *Elizabeth Hall*, by her then name of *Elizabeth Gib*, and the afore-said *Daniel Hall*, of the first part; the said *Robert Smy*, party hereto, of the second part; *Scawen Ken* of *H.* in the said county of *Berks*, doctor in divinity, *Matthew Ken*, of ——— esq. *John Mea*, the elder, of the parish of *S.* in the said county of *Middlesex*, esq. and the said *Thomas Hall*, party hereto, of the third part: It is witnessed, That in consideration of the marriage then intended to be had and solemnized between the said *Robert Smy* and *Mary* his wife, and for other the considerations therein mentioned, they the said *Mary Smy*, *Elizabeth Hall*, and *Daniel Hall*, did grant, release and confirm unto the said *Scawen Ken*, *Matthew Ken*, *John Mea*, and *Thomas Hall*, and their heirs, the said manor, court leet, view of frank pledge, messuages, lands, tenements, and hereditaments, to hold the same unto the said *Scawen Ken*, *Matthew Ken*, *John Mea*, and *Thomas Hall*, their heirs and assigns, in trust, as to one undivided moiety thereof, until the said marriage, to the use of the said *Mary Smy* and her heirs, and as to the other undivided moiety of the said premises, in trust for, and to the use of the said *Elizabeth Hall* and her heirs; and from and after the solemnization of the said marriage, in trust, with the consent of the said *Robert Smy* and

whereby the manor, &c. was conveyed to trustees.

Habendum as to one moiety in trust for one of the devisees until marriage,

and as to the other moiety, in trust for the other devisee;

and after the marriage to sell the premises, and out of the

and *Mary* his now wife, and *Elizabeth Hall*, to sell and dispose of the said premisses, and out of the money arising thereby, to pay the said *John Lee* and the other persons therein named, the several sums of money therein particularly mentioned, and from and after payment thereof, then in trust, with the consent of the said *Robert Smy* and *Mary* his now wife, and *Elizabeth Hall*, to put out at interest the surplus of the money arising by such sale, and retain, use, and employ so much as well of the principal money as the interest arising therefrom, as should be sufficient to discharge the several sums of money which should remain charged thereon by the will of the said *John Gib* deceased, at the time of such sale, and to permit the said *Robert Smy* and *Mary* his wife, and *Elizabeth Hall*, to receive the residue or surplus of the said monies in the proportions therein and hereinafter mentioned (that is to say); As to one moiety to permit the said *Robert Smy* to receive the interest thereof during his life, and after his decease to permit the said *Mary* his wife to receive the interest thereof during her life, and after her decease, to pay the same to such of the children of the said *Robert Smy* by the said *Mary* his wife, and in such proportions as the said *Robert Smy* should appoint; and for want of such appointment, then to pay the said moiety unto such child or children of the said *Robert Smy* by the said *Mary* his wife, and in such proportions

monies arising thereby to pay the mortgagee and others: the remainder to be put out at interest upon various trusts.

portions as the said *Mary* should appoint ; and for want of any such appointment, then to pay and divide the said moiety unto and equally amongst all and every the child and children of the said *Robert Smy* by the said *Mary* his wife who should be living at the decease of the survivor of them at the times therein mentioned : and as to the other moiety of the said surplus money, in trust, to pay the same to the said *Elizabeth Hall*, provided that until sale of the said premisses it should be lawful for the said *Robert Smy* and *Mary* his wife, and the survivor of them, to receive the rents and profits of one moiety of the said premisses, and for the said *Elizabeth Hall* to receive the rents and profits of the other moiety ; *And whereas* by indentures of lease and release bearing date respectively the 28th day of *February*, and 1st day of *March*, which was in the year of our Lord 17—, the release being tripartite and made, or mentioned to be made between the said *Scawen Ken*, *Matthew Ken*, and *John Mea*, of the first part ; the said *Thomas Hall* and *Elizabeth* his wife of the second part ; and the said *John Lee*, of the third part ; Reciting the said indentures of lease and release of the 8th and 9th of *August* 17—, and that the said *Thomas Hall* afterwards intermarried with the said *Elizabeth Gib*, and in consideration thereof, and of a settlement made by the said *Thomas Hall* for the use of the said *Elizabeth* his wife, previous to the said marriage,

it

Another mortgage as a further security from the trustees, and the second devisee recited.

it was agreed between the said *Thomas Hall* and *Elizabeth* his wife, that one undivided moiety of the said premisses should be granted and conveyed to the said *Thomas Hall*, and his heirs, subject to the payment of the several sums of money, debts, annuities and legacies wherewith the same stood charged by the will of the said *John Gibb*, deceased, and the said therein recited indentures of lease and release. It is witnessed that for the better securing the payment of the sum of one thousand pounds, lent the said *Thomas Hall* by the said *John Lee* on mortgage of certain copyhold and leasehold premisses in *B.* in the said county of *Berks*, with interest for the same, and for other considerations therein mentioned, they the said *Scawen Ken*, *Matthew Ken*, *John Mea*, *Thomas Hall*, and *Elizabeth* his wife, did grant, release, and confirm unto the said *John Lee* and his heirs, one full and undivided moiety of and in the manor, court leet, view of frankpledge, messuages, lands, tenements, and hereditaments, which in and by the said recited indentures of lease and release of the 8th and 9th of *August* 1740, were granted and conveyed to them the said *Scawen Ken*, *Matthew Ken*, *John Mea*, and *Thomas Hall* as aforesaid; to hold the same unto and to the only proper use and behoof of the said *John Lee*, his heirs and assigns for ever, subject to redemption, upon payment by the said

A transfer of the mortgage from the mortgagee, surviving trustee and both devisees recited.

said *Thomas Hall* to the said *John Lee* of the sum of one thousand pounds with interest at the time therein mentioned, *And whereas* by indentures of lease and release, bearing date respectively, the 24th and 25th days of *May*, which was in the year of our Lord 17—; the release being of four parts and made or mentioned to be made between the said *John Lee* of the first part; the said *Matthew Ken* who survived the said *Scarwen Ken* and *John Mea*, both then deceased, of the second part; the said *Robert Smy*, and *Mary* his wife, and *Thomas Hall* and *Elizabeth* his wife of the third part; and the said *Elizabeth Coult*, party hereto, of the fourth part; reciting the said indentures of lease and release of the 21st and 22d days of *June* 17—; And also the said indentures of lease and release of the 8th and 9th days of *August* 17—, and that there was then due to the said *John Lee* on the said therein recited securities, the principal sum of one thousand two hundred pounds, all interest for the same having been discharged to the date thereof; it is witnessed, that in consideration of the sum of one thousand two hundred pounds therein mentioned to be paid, the said *John Lee* by the said *Elizabeth Coult* by the direction and appointment of the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, and for other the considerations therein mentioned, he the said *John Lee*

and

and also the said *Matthew Ken* did bargain, sell, alien, release, and confirm, and the said *Robert Smy* and *Mary* his wife, and *Thomas Hall* and *Elizabeth* his wife, did thereby grant, release, ratify, and confirm unto the said *Elizabeth Coult* and her heirs, the said manor, court leet, view of frankpledge, messuages, lands, tenements, hereditaments, and premisses, and all their estate, and interest therein, to hold the same unto and to the only proper use and behoof of the said *Elizabeth Coult*, her heirs and assigns, for ever, subject to a proviso therein contained for making void the same on payment by the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, or any of them, to the said *Elizabeth Coult*, of the sum of one thousand two hundred pounds with interest at the time therein mentioned, which is long since past. *And whereas* by indentures of lease and release bearing date respectively, the said 24th and 25th days of *May* which was in the year of our Lord 17—, the release being tripartite, and made, or mentioned to be made between the said *John Lee* of the first part; the said *Thomas Hall* and *Elizabeth* his wife of the second part; and the said *Elizabeth Coult* of the third part; reciting the said indentures of lease and release of the 28th of *February*, and 1st of *March* 17—; and that there was then due from the said *Thomas Hall* to the said *Elizabeth Coult* on the said therein

A like transfer of the second mortgage recited.

recited security, the principal sum of one thousand pounds, all interest for the same having been discharged to the date thereof; It is witnessed, that in consideration of the sum of one thousand pounds therein mentioned to be paid the said *John Lee*, by the said *Elizabeth Coult*, by the direction and appointment of the said *Thomas Hall*, and which said sum of one thousand pounds was the same sum of one thousand pounds mentioned to be the consideration of a certain indenture tripartite bearing equal date therewith, expressed to be made between the said *John Lee*, of the first part; the said *Thomas Hall*, of the second part; and the said *Elizabeth Coult*, of the third part; whereby several messuages, lands, and hereditaments therein particularly mentioned, were assigned and agreed to be surrendered to the said *Elizabeth Coult*, in manner therein expressed, for securing to her the re-payment of the said sum of one thousand pounds, with interest, and for other the considerations therein mentioned, he the said *John Lee*, by the direction and appointment of the said *Thomas Hall* and *Elizabeth* his wife, did bargain, sell, alien, release, and confirm, and the said *Thomas Hall*, and *Elizabeth* his wife, did thereby grant, release, ratify and confirm, unto the said *Elizabeth Coult*, and her heirs, all that undivided moiety of and in the said manor, court-leet, view of frankpledge, mes-

messuages, lands, tenements, hereditaments and premisses, with their appurtenances, which in and by the said recited indentures of lease and release, of the 28th of *February*, and 1st of *March* 17—, were granted and conveyed to the said *John Lee* as aforesaid, to hold the same unto, and to the only proper use and behoof of the said *Elizabeth Coult*, her heirs and assigns for ever, subject to redemption, upon payment by the said *Thomas Hall*, to the said *Elizabeth Coult*, of the sum of one thousand pounds, with interest, at the time therein mentioned; And whereas by indentures of lease and release, bearing date respectively, the 17th and 18th days of *June*, which was in the year of our Lord 17—, the release being of five parts, and made or mentioned to be made between the said *Thomas Hall* and *Elizabeth* his wife, and the said *Daniel Hall*, party hereto, of the first part; *John Rolt* of *F.* in the city of *London*, gentleman, of the second part; *Michael Hod* of the same place, gentleman, of the third part; the said *William Her*, party hereto, one of the creditors of the said *Thomas Hall* of the fourth part; and the several other persons whose hands and seals are thereunto set, creditors of the said *Thomas Hall* of the fifth part; reciting that the said *Thomas Hall*, stood indebted to the said *William Her*, in the sum of one thousand three hundred and seventy two pounds eleven shillings and nine-pence, and

A conveyance of a moiety of the premisses to a trustee in order to sell the same, and apply the produce in payment of debts.

to his several other creditors, parties thereto, in the several sums of money set opposite to their respective names, which he was unable to satisfy; and that the said *Thomas Hall*, in right of the said *Elizabeth* his wife, or the said *Elizabeth*, was intitled to an undivided moiety of the manor of *L.* and *E.* and of several messuages, lands, tenements, and hereditaments, in *L.* otherwise *K.* or one of them; subject to a mortgage made thereof, to the aforesaid *John Lee*, for securing the sum of one thousand two hundred pounds, and interest, one moiety whereof was payable by the said *Thomas Hall*; and also subject to another mortgage made thereof to the said *John Lee*, by the said *Thomas Hall* and *Elizabeth* his wife, being a collateral security, for the better securing the payment of the sum of one thousand pounds, and interest lent upon mortgage of certain premises in *B.* aforesaid, and that the said *Thomas Hall*, being desirous to pay the several debts owing by him, so far as he was able, and for that purpose to convey the said premises, amongst others, subject to the several incumbrances affecting the same; In trust, to be sold for the benefit of the said *William Her*, and the other creditors, parties thereto; It is witnessed, that in pursuance of the said proposal, and for carrying the same into execution, and for other the considerations therein mentioned, the said *Thomas Hall*, and *Daniel Hall*, did grant, release, and confirm unto the said

William

William Her, and his heirs, one full and equal moiety or half-part of the said premises, To hold the same, unto and to the only proper use and behoof of the said *William Her*, his heirs and assigns for ever, subject to the several mortgages made thereof, to the said *John Lee*, which were then vested in the said *Elizabeth Coult*; upon trust, that he the said *William Her*, and his heirs, should with all convenient speed sell and dispose of the said premises, for the most money that could be got for the same, and pay, apply, and divide the residue of the purchase-money arising by sale of the said premises, after discharging the costs attending the execution of the trusts therein mentioned, to and for the benefit of him the said *William Her*, and the other creditors, parties thereto, in proportion to their several and respective debts; and to the end the several purchasers of the premises thereby conveyed, might have a clear and absolute title thereto, freed from the trusts thereby declared concerning the same, it was thereby declared and agreed that the receipt of the said *William Her*, for the purchase-money, for which the said premises should be sold, should be a sufficient discharge to the respective purchasers thereof, who should not be answerable for any mis-application of the purchase-money, as in and by the said recited will, and the said several recited indentures (relation being thereto respectively

Money owing to
the mortgagee.

The trustee hath
paid off the
mortgage.

The premises
sold by publick
auction at which
time it was
agreed that cer-
tain monies
should remain in
the purchaser's
hands at in-
terest.

had) may appear; *And whereas* there is now due and owing to the said *Elizabeth Coult*, from the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, on the security of the hereditaments herein after mentioned, to be hereby released, the principal sum of one thousand two hundred pounds, all interest for the same having been discharged to the day of the date hereof; *And whereas* the said *William Her*, some time since paid the said *Elizabeth Coult*, the sum of one thousand pounds, borrowed by the said *Thomas Hall* and *Elizabeth* his wife, on the security of their moiety of the said premises as aforesaid, with all interest for the same, by and out of the money raised by the sale of the premises in *B.* the payment and receipt whereof she the said *Elizabeth Coult*, doth hereby accordingly acknowledge; *And whereas* the said *Robert Smy* and *William Her*, caused notice to be given in several of the publick newspapers, for the sale of the hereditaments hereinafter mentioned to be hereby released, by auction on the 21st day of *June* last past, when it was agreed that five hundred pounds, part of the purchase-money should remain in the hands of the purchaser of the said premises who should pay interest for the same, after the rate of four pounds *per centum per annum* being twenty pounds a-year to the said *Frances Hit*, during

during her life, in satisfaction of the said two several annuities of ten pounds and ten pounds, given her, and charged on the said premisses, by the will of the said *John Gib* as aforesaid, and that immediately after the decease of the said *Frances Hit*, the purchasor of the said premisses, should pay three hundred pounds, part of the said sum of five hundred pounds, equally between the said *Robert Smy*, and *William Her*, and divide the remaining two hundred pounds thereof amongst such of the children of the said *Frances Hit*, as should be entitled thereto, under the will of the said *John Gib*, as aforesaid; And whereas the said *Edward Edmunds*, party hereto, was at the said sale the highest bidder for the said premisses, and thereupon declared the purchasor thereof, at and for the price or sum of three thousand four hundred and eighty pounds, whereout the said *Elizabeth Coult*, is to be paid the said principal sum of one thousand two hundred pounds, remaining due to her from the said *Robert Smy* and *Thomas Hall*, on the security of the hereditaments hereinafter mentioned, to be hereby released as aforesaid; and the said *Robert Smy* and *Mary* his wife, *Emilia Smy* and *Mary Smy*, the younger, are to be paid the sum of eight hundred and ninety pounds, further part of the purchase-money for the said premisses, and the said *William Her*, is to be paid the like sum of eight hundred and ninety

A party hereto
hath purchased
the premisses.

The consideration paid to the respective parties.

pounds, other part of the said purchase-money, and the remaining five hundred pounds thereof is agreed, shall continue in the hands of the said *Edward Edmunds*, upon the terms hereinbefore particularly mentioned; Now THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of one thousand two hundred pounds of lawful money of *Great Britain*, to the said *Elizabeth Coult*, in hand paid by the said *Edward Edmunds*, at and before the sealing and delivery of these presents, at the request and by the direction and appointment of the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, *Daniel Hall*, and *William Her*, (testified by their severally being parties to, and sealing and delivering of these presents) in full satisfaction and discharge of the said sum of one thousand two hundred pounds, so due and owing to her on mortgage of the hereditaments hereinafter mentioned to be hereby released as aforesaid, the receipt whereof she the said *Elizabeth Coult*, doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, release, and discharge the said *Edward Edmunds*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, and *Mary Smy*, the younger, *Daniel Hall* and *William Her*, and every of them respectively, their several and respective heirs, executors, and

and administrators, and also for and in consideration of the sum of eight hundred and ninety pounds, of like lawful money, to the said *Robert Smy*, and *Mary* his wife, *Emilia Smy*, and *Mary Smy* the younger, in hand also paid by the said *Edward Edmunds*, at and before the sealing and delivery of these presents, the receipt whereof they the said *Robert Smy* and *Mary* his wife, *Emilia Smy* and *Mary Smy*, the younger, do hereby acknowledge, and thereof, and of and from every part thereof do, and each and every of them doth acquit, release, and for ever discharge the said *Edward Edmunds*, his heirs, executors, and administrators, by these presents, and for and in consideration of the said *Edward Edmunds*, covenant hereinafter inserted and contained, for paying the further sum of five hundred pounds, in manner hereinafter mentioned, which said several sums of one thousand two hundred pounds, eight hundred and ninety pounds, and five hundred pounds, together with the sum of eight hundred and ninety pounds hereinafter mentioned, to be paid the said *William Her*, make in the whole the sum of three thousand four hundred and eighty pounds, being the full consideration for the absolute purchase of the hereditaments hereinafter mentioned to be hereby granted and released; and in consideration of the sum of five shilling a-piece, to the said *Thomas Hall* and *Elizabeth* his wife, and *Daniel Hall*, in
hand

A further sum
to be paid herey
after.

Original Precedents

hand paid by the said *Edward Edmunds*, and of five shillings a-piece to the said *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, in hand paid by the said *Joseph Hood*, at or before the execution of these presents, the receipt whereof is hereby respectively acknowledged, she the said *Elizabeth Coult*, with the consent and approbation, and by the direction and appointment, as well of the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, as also of the said *William Her*, (testified by their being parties to, and severally sealing and delivering of these presents) hath bargained, sold, aliened, released, and confirmed, and the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, have and each and every of them hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents the said *Elizabeth Coult* doth bargain, sell, alien, release, and confirm, and the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, do, and each and every of them doth grant, bargain, sell, alien, release, ratify, and confirm unto the said *Edward Edmunds*, and *Joseph Hood*, (in their actual possession, now being by virtue of a bargain and sale to them

The convey-
ance.

Possession trans-
ferred.

them thereof made by the said *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, in consideration of ten shillings, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute, for transferring uses into possession) and to their heirs; all that capital messuage or tenement, situate, standing, and being in the parish of *L.* in the said county of *Berks*, formerly in the occupation of *Thomas Gib*, afterwards of *John King*, and now in the possession or occupation of *John Syr*, his under-tenants or assigns; and all that the manor and lordship of *L.* aforesaid; and also the right and liberty of holding and enjoying within the said manor, or lordship, town, parish, and hamlet of *L.* aforesaid, court leet, and view of frankpledge of all tenants resident and inhabitant, and others resident, and coming within the said manor or lordship, and precincts of the same, and all and whatsoever to the said court leet and view of frankpledge appertaineth and belongeth, or by any means ought to appertain and belong thereto; and all those several closes, pieces, and parcels of arable land, ley meadow, and pasture ground, situate and being in the several parishes of *L.* and *E.*

The parcels

or

or one of them, in the said county of *Berks*; hereinafter particularly mentioned and described (that is to say); All those two closes of arable land lying together, called by the several names of *Upper Higbids* and *Lower Higbids* heretofore, but one close only and undivided and called by the name of *Higbids*, otherwise *Higbeds*, lying near unto the said messuage or tenement, containing together, by estimation, eleven acres, be the same more or less; And also all that close of pasture ground called *Walnut-tree Close*, adjoining to the said close called *Lower Higbids* on the East part part thereof, containing, by estimation three acres, be the same more or less; and all that orchard called or known by the name of *Mobb's Well Orchard*, adjoining to the said close called *Walnut-tree Close*, on the South West part thereof; and also all that close of arable land formerly called *Horse Close*, and now called *Plowed Horse Close*, shooting upon *Stank Lane* on the East end thereof, containing, by estimation, three acres, be the same more or less; and also all that close of pasture ground formerly called *Stank's Pond Close*, otherwise *Stank Close*, otherwise *Little Horse Close*, now called *Grass Horse Close*, adjoining or lying near unto the said *Plowed Horse Close*, containing, by estimation, three acres, be the same more or less; and also a close of meadow called *Rotten Mead*, adjoining or lying near to the said *Grass Horse Close*, containing, by estimation, three acres be the

the same more or less; and also all that piece of meadow ground called *Rotten Mead*, otherwise *Little Horse Close*, adjoining to a close called the *Great Moor*, on the Eastward part thereof, formerly part of the said *Great Moor*, containing, by estimation, two acres, be the same more or less; and also all those five acres of arable land, by estimation, lying in *Hatch Furlong*, shooting into the *Moor Brook*, at the East end thereof, and on *Plater's Lane* on the West end thereof; and also all that meadow or close of ground formerly called *Reddings*, otherwise *Parflow*, otherwise *Lower Mead*, and now or late called *Apsey Mead*, adjoining to a close called *Harefield*, containing, by estimation, four acres, be the same more or less; also all that parcel of meadow ground in *Moor Close*, adjoining to the brook there, on the West, now or late called the *Little Moor Close*, containing, by estimation, one acre, be the same more or less; and also all that close of pasture ground called *Middle Moor Close*, lying between the said closes called the *Great Moor* and *Little Moor*, containing, by estimation, four acres, be the same more or less; and also all that close of meadow or pasture ground called the *Great Moor*, lying near unto *Crackbills*, and shooting into *Stank Furlong*, containing, by estimation, five acres, be the same more or less; and also all those two acres and an half of arable land, by estimation, be the same more or less, being eight
ridges,

Original Precedents

ridges, lying in *Church Field*, upon the *Moor Hill* there, abutting upon the land heretofore of *Richard Rooke*, and afterwards of Mr. *Lead*, North; and also one yard, or half an acre in *Church Field* in *Water Furrow*, abutting on land formerly of *Richard Rooke*, and afterwards of Mr. *Lead*, North; and also all those five lands or butts in *Church Field*, adjoining to lands heretofore of the said *Richard Rooke*, and afterwards of Mr. *Lead* on both sides, containing, by estimation, two acres and an half, be the same more or less, shooting upon *Garden Piece*, and also all those three acres of arable land, by estimation, be the same more or less, in *Blackdown Hill*, otherwise *Blacknoll Hill*, upon the hanging of the hill, adjoining to the land late of *Richard Statbam* and *John Bigg*, and afterwards of Mr. *Bates*, West: and also all that close of meadow ground, upon part whereof a dove-house formerly stood, called *Crackhill's Orchard*, containing, by estimation, two acres, be the same more or less; and also all those two acres of meadow, as the same do arise by lot, lying in the lot mead called *The Squire*, one acre whereof lyeth in the longer lot, and the other acre in the shorter lot; and also all that piece of meadow ground called *Little Appley Meadow*, otherwise *Oak Close*, containing, by estimation, three acres, be the same more or less, adjoining to certain lands called the *Butts*, on the North, and to the common field of L— —, on the

the South, and to the lands late of Mr. *Charles Howes*, on the East; and also all that piece or parcel of arable land, with the appurtenances, called or known by the name of *The Leys*, containing, by estimation, two acres, be the same more or less, extending to the said *Butts* on the North, and to *L———* aforesaid on the South; and also one ridge in the *Netberfield* in *Long Hedge Furlong*, shooting on a close called *Twenty Leys*, on the East; and also all those nine lands together in one piece, formerly between two baulks, one being since plowed up in a furlong called *Red Lands*, adjoining to the lands late of Mr. *Rooke*, and afterwards of Mr. *Lead*, North; and also all that close of pasture ground formerly called *Tunningham Close*, and now or late called *Foxley Close*, adjoining to the pasture ground heretofore of *Robert Sheppard*, and afterwards of Mr. *Lead*, North, and unto *Foxley Hill*, South, containing, by estimation, two acres, be the same more or less: in *Boxfield* a piece of arable land, containing, by estimation, three acres, and consisting of eight ridges called *Pouldash Piece*, the land heretofore of Mr. *Rooke*, and afterwards of Mr. *Lead*, on both sides thereof, one piece of land called *Dew Acre*, adjoining to *Acknell Way*, South, containing, by estimation, one acre, be the same more or less; one other piece of land called *Garden Piece*, containing, by estimation, six acres, be the same more or less, abutting
to

to land heretofore of *John Thurnbarne*, esquire, afterwards of *John Revett*, esquire, North; and also all that piece of arable land, formerly meadow, in *Tunningham*, abutting on the brook there, North, containing, by estimation, one acre, be the same more or less; and also all that close of arable land called *The Masons*, adjoining to land, now or late of Mr. *Bates*, South, and *Lower-field Lane* North, containing, by estimation, three acres, be the same more or less; and all that piece of wood land called *Baulkwood* or *Boxwood*, containing, by estimation, three acres, be the same more or less; and all that messuage or tenement formerly in the occupation of *Richard Ingram* afterwards of *Francis Gilford*; and now of *William Rogers*, situate and being in *L*——— afore-said; and all those several closes, pieces and parcels of arable land, ley meadow and pasture ground, situate and being in the said several parishes of *L*——— and *E*——— afore-said, or one of them, hereinafter mentioned, butted, bounded, and described (that is to say); All those two closes of pasture ground, wherein the last mentioned messuage stands, formerly called *Great-lane Close*, now divided into two parts, and called by their several names of *Great-lane Close* and *Little-lane Close*, containing together, by estimation, fifteen acres, be the same more or less; and also all that close of pasture ground called *Lower Mead-acre*,

adjoining to *Great Lands Close*, containing by estimation twelve acres, be the same more or less, and also all that close of pasture ground called the *Frizes*, containing by estimation, three acres be the same more or less, adjoining to the said close called *Lower Mead Acre*, and supposed to be formerly part thereof. And also all that close of arable land or pasture ground called *Upper Mead Acre*, now likewise divided into two parts, one part thereof, being called *Upper Mead Acre*, and the other part thereof called *Barley Close*, adjoining to the said close called *Lower Mead Acre*, and containing by estimation, seven acres, be the same more or less; and also all that close of pasture ground, called *Little Lands Close* adjoining to the said close, called *Lower Mead Acre*, and containing by estimation four acres, be the same more or less; and all that small cottage in the parish of *L* — — — — — aforesaid, late in the occupation of — — — — — *Leano*, widow, and now of *Edward Ryder*; all which said messuages, lands, hereditaments, and premisses are situate, lying and being in the said several parishes of *L. K.* and *E.* or one of them, or howsoever otherwise the said messuages, lands, hereditaments, and premisses, are or ought to be butted, bounded, and described, and all such other the messuages, or tenements, lands, and hereditaments, now or late of the said *Robert Smy* and *Mary*

General words.

his wife, *Thomas Hall* and *Elizabeth*, his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, or any or either of them, situate, lying, and being in the several parishes of *L. K.* and *E.* or either of them, whereof the said *John Gib* died seised, though the same are not in these presents particularly mentioned and described, together with all out-houses, buildings, barns, stables, yards, orchards, gardens, hedges, ditches, mounds, fences, ways, waifs, estrays, goods and chattels of felons, fugitives, and persons outlawed, deodands, heriots, amer-ciaments, fines, services, rents, waters, water-courses, hades, baulks, furrows, commons, profits, commodities, priviledges, royalties, and appurtenances whatsoever, to the said manor, court leet, and view of frankpledge, messuages, cottages, or tenements, lands, hereditaments, and premisses hereby released, or intended so to be, or any of them, or any part or parcel thereof *belonging*, or in any wise appertaining, or with them or any of them, held, used, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member of them or any of them; and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity, and in possession, reversion,

tion, remainder, expectancy, or otherwise howsoever, of them the said *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy* *Mary Smy* the younger, and *Daniel Hall*, or any or either of them, of, in, or to the same premisses, and every part or parcel thereof, together with all deeds, evidences, and writings, which concern the same premisses only, and true copies of all other deeds, evidences, and writings, which concern the same premisses, or any part thereof, jointly with any other lands, tenements, and hereditaments, of greater value than the premisses hereby released, now in the custody or power of the said *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, or any or either of them, or which they, any, or either of them can come by without suit at law or in equity, the present copies thereof to be made at the costs and charges of the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, some or one of them; but all future copies thereof to be made at the costs and charges of the said *Edward Woods*, his heirs or assigns. To have and to hold the said manor, court leet, view of frankpledge, messuages, cottage, lands, tenements, hereditaments, and premisses hereinbefore mentioned

Deeds.

Habendum to the purchaser and a trustee

In trust for the
purchaser.

The conveyance
from the trust-
tee of the insol-
vent person.

and hereby granted and released, or intended so to be, with their and every of their appurtenances unto the said *Edward Edmunds* and *Joseph Hood*, and their heirs, to the use and behoof of the said *Edward Edmunds* and *Joseph Hood* and the heirs of the said *Joseph Hood*; nevertheless as to the estate of the said *Joseph Hood* and his heirs therein, in trust for the said *Edward Edmunds* his heirs and assigns for ever.

AND THIS INDENTURE FURTHER WITNESSETH, That for the considerations aforesaid, and of the sum of eight hundred and ninety pounds of lawful money of *Great Britain* to the said *William Her* in hand paid by the said *Edward Edmunds*, at and before the sealing and delivery of these presents, the receipt whereof, he the said *William Her* doth hereby acknowledge, and thereof doth acquit, release, and for ever discharge the said *Edward Edmunds*, his heirs, executors, administrators, and assigns for ever by these presents, and of the sum of five shillings of like lawful money to the said *William Her* in hand paid by the said *Joseph Hood* at and before the sealing and delivery of these presents, the receipt whereof is hereby also acknowledged; he the said *William Her* with the consent and approbation, and by the direction and appointment of the said *Thomas Hall* and *Elizabeth* his wife, and *Daniel Hall* (testified by their being parties to, and executing these presents) hath bargained, sold, aliened, released, ratified,

fied, and confirmed, and by these presents doth bargain, sell, alien, release, ratify, and confirm unto the said *Edward Edmunds* and *Joseph Hood* (in their actual possession now being as aforesaid) and their heirs, all that one full and equal moiety or half part (the whole into two equal parts to be divided) of, and in the said manor and lordship, court leet, and view of frankpledge, messuages, cottages, closes, lands, tenements, hereditaments, and premisses with their appurtenances hereinbefore mentioned and intended to be granted and released to the said *Edward Edmunds* and *Joseph Hood* as aforesaid, and which in and by the said recited indentures of lease and release of the 17th and 18th days of *January 17*— were granted and conveyed to the said *William Her*, and his heirs upon the trusts aforesaid; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, both at law and in equity of him the said *William Her*, of, in, to or out of the same premisses, and every part and parcel thereof. *To have and to hold* the said one full and equal undivided moiety or half part hereby granted and released by the said *William Her* of the said manor, court leet, and view of frankpledge, messuages, cottage, lands, tenements, hereditaments,

Habendum as before.

taments, and premisses, hereinbefore mentioned, and every part and parcel thereof, with the appurtenances, unto the said *Edward Edmunds* and *Joseph Hood* and their heirs, to the use and behoof of the said *Edward Edmunds* and *Joseph Hood* and the heirs of the said *Joseph Hood*. *Nevertheless* as to the estate of the said *Joseph Hood* and his heirs therein, in trust for the said *Edward Edmunds*, his heirs and assigns for ever. And the said *Elizabeth Coult* and *William Her* for themselves severally, and for their several heirs, executors, and administrators, and not jointly, or the one for the other, or for the acts of the other, but for their own respective acts only, do and each of them doth hereby covenant, promise and agree to and with the said *Edward Edmunds*, his heirs and assigns, that they the said *Elizabeth Coult* and *William Her* have not, nor hath either of them at any time heretofore made done committed or executed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby, or by means whereof the said manor, court leet, view of frankpledge, messuages, lands, tenements, hereditaments, and premisses herein before mentioned, to be hereby granted and released, or any part thereof, are, is, shall, or may be any ways impeached, charged, affected, or incumbered in title, charge, estate or otherwise howsoever. And the said *Robert Smy* for himself and his heirs,

Covenant from
the mortgagee
and trustee that
they have done
no act to in-
cumber.

Covenant from
the mortgagors
to levy a fine.

heirs, and for the said *Mary* his wife, and the said *Thomas Hall* for himself and his heirs, and for the said *Elizabeth* his wife, and the said *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall* for themselves severally, and for their several heirs, do, and each of them doth hereby covenant with the said *Edward Edmunds* his heirs and assigns, that they the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, or their respective heirs, shall and will, at their own costs and charges, as of this present *Easter* term, or of some other subsequent term, in due form of law, levy and acknowledge before the justices of his majesty's court of Common Pleas at *Westminster*, unto the said *Edward Edmunds* and *Joseph Hood*, and the heirs of the said *Joseph Hood*, one or more fine or fines, *sur conusans de droit come ceo*, &c. with proclamations thereupon to be had, according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed, of the said manor, court leet, view of frankpledge, messuages, lands, tenements, and hereditaments herein beforementioned, and hereby granted and released, or intended so to be, by such apt and convenient names, numbers of messuages and acres, quantities, qualities, and other descriptions to ascertain the same, as shall be thought meet; which said fine or fines, so as aforesaid,

The uses of the
fine declared.

or in any other manner, or at any other time to be had and levied of the same premisses, and all and every other fine and fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed, or hereafter to be had, made, levied, suffered, or executed of the same premisses, or any part thereof alone, or jointly with any other hereditaments, by and between the said parties to these presents or any of them alone, or jointly with any other person or persons, or whereunto they or any of them, are, is, or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, and so are and were meant and intended, and are hereby declared to be and enure, and the conuzee and conuzees in the said fine or fines named, or to be named, and his and their heirs shall stand and be seised of the said hereby granted and released premisses, and of every part thereof, with their appurtenances, to the use and behoof of the said *Edward Edmunds* and *Joseph Hood*, and the heirs of the said *Joseph Hood*, in trust as aforesaid, and to and for no other use, intent, or purpose whatsoever. AND the said *Robert Smy*, *Thomas Hall*, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall* for themselves severally, and for their several heirs, executors, and administrators, and not jointly or the one for the other or others, or for the acts

Covenant that
the parties are
seised of the ma-
nor, &c. in fee.

acts of the other or others of them, but for their own respective acts only, do, and each and every of them doth covenant, promise, and agree, to and with the said *Edward Edmunds*, his heirs and assigns by these presents in manner following (that is to say) that they the said *Elizabeth Coult*, *Robert Smy*, and *Mary* his wife, *Thomas Hall*, and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, *Daniel Hall*, and *William Her*, are and stand, or some or one of them is and standeth, at the time of the sealing and delivering of these presents, lawfully and absolutely seised of the said manor, court leet, view of frankpledge, messuages, lands, tenements, hereditaments, and premises hereby granted, and released, or intended so to be, with their and every of their appurtenances, of a good, sure, absolute and indefeazable estate of inheritance in fee-simple, without any manner of condition, trust, proviso, power of revocation, limitation of use or uses, or other restraint, matter, or thing whatsoever, to alter, charge, defeat, determine, revoke, or make void the same estate. And also that they the said *Elizabeth Coult*, *Robert Smy*, and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, *Daniel Hall*, and *William Her* or some or one of them have or hath at the time of the sealing and delivering of these presents, good right, full power, and lawful and absolute authority by these presents,

and have right
to convey.

Covenant for
peaceable en-
joyment,

free from in-
cumbrances.

presents, and the fine hereby covenanted to be levied as aforesaid, to grant, release, and convey the aforesaid premisses, with their and every of their appurtenances in manner aforesaid. *And further* that it shall and may be lawful to and for the said *Edward Edmunds*, his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter into and upon, and to have, hold, occupy, possess, and enjoy the said manor, court leet, view of frankpledge, messuages, lands, tenements, hereditaments, and premisses hereinbefore mentioned, and intended to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances, and to receive and take the rents, issues, and profits thereof, from henceforth to grow due, to his and their own use, without the lawful let, suit, trouble, interruption, claim, or demand, of or by the said *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy* *Mary Smy* the younger, *Daniel Hall*, and *William Her* or any of them, their or any of their heirs or assigns, or any other person or persons whomsoever, claiming or to claim, by, from, or under their or any of their ancestors. *And* that free and clear, and freely and clearly, and absolutely acquitted, freed and discharged or otherwise by the said *Robert Smy*, *Thomas Hall*, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, some or one of them, or the heirs, executors,

tors, or administrators of them, some, or one of them well and sufficiently saved harmless and kept indemnified, of, from, and against all and all manner of former, and other gifts, grants, bargains, sales, leases, mortgages, jointures, dower, title of dower, uses, intails, rents, arrears of rent, taxes, assessments, statutes, recognizances, judgments, extents, executions, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, executed, committed, done, or suffered by them or any of them, or any of their ancestors (other than and except such deeds, conveyances, matters, and things, as are herein before mentioned, and set forth and also other than and except such terms for years, if any are subsisting, as have been, or are intended to be assigned to attend the inheritance of the said premises, and to be kept on foot, in trust for the said *Edward Edmunds*, his heirs and assigns, and the several leases to the tenants of the said premises at improved rents, and except such interest as the said *Frances Hit* and her children have in the said premises, by virtue of the will of the said *John Gib* as aforesaid.) *And moreover* that they the said *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall*, and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, *Daniel Hall*, and *William Her*, and each and every of them, their and each and every of their heirs, and all and every other person or persons having,

Covenant for
further assurances.

ing, or lawfully claiming or to claim, any estate, right, title, trust, or interest, of, in, to, or out of the said premisses, hereby granted and released, or any part thereof (except only the tenants of the said premisses in respect of their leases, and the said *Frances Hit* and her children in respect of the said annuity and legacy) shall and will from time to time and at all times hereafter, at the request, costs and charges in the law of the said *Edward Edmunds*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances and assurances in the law whatsoever, be the same by fine or fines, or other matter of record or otherwise, for the further, better, more perfect, and absolute granting, conveying, and assuring the said manor, court leet, view of frankpledge, messuages, lands, tenements, hereditaments, and premisses herein before mentioned; and hereby granted and released, or intended so to be, with their appurtenances, to the use of the said *Edward Edmunds* and *Joseph Hood*, and the heirs and assigns of the said *Joseph Hood*, but in trust as aforesaid, as by the said *Edward Edmunds* his heirs or assigns, or his or their counsel learned in the law shall be reasonably devised or advised and required, so

as such further assurances, or any of them do not contain or imply any further or other covenant or warranty than against the respective acts of the party or parties required to make and execute the same, and so as the person or persons required to make and execute such conveyances, be not compelled or compellable to travel or go from his, her, or their habitation or place of abode, for the doing thereof.

And the said *Edward Edmunds* in pursuance and performance of the said recited agreement on his part, doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said *Robert Smy*, *Thomas Hall*, and *William Her*, and each and every of them, their and each of their respective executors, and administrators, in manner following, (that is to say) that he the said *Edward Edmunds*, his heirs or assigns, shall and will, well and truly pay or cause to be paid unto the said *Frances Hit*, the two several annuities of ten pounds and ten pounds given her by the will of her father the said *John Gib* deceased, when and as the same respectively shall from henceforth become due and payable. And also that he the said *Edward Edmunds*, his heirs or assigns, shall and will immediately after the decease of the said *Frances Hit* well and truly pay or cause to be paid unto the said *Robert Smy*, his executors, administrators, or assigns, the sum of one hundred

Covenant from the purchaser to pay certain annuities according to the testator's will.

And after the death of a party to distribute the 500 l. part of the purchase money left in his hands in certain proportions.

dred and fifty pounds of lawful money of *Great Britain*, with interest for the same, after the rate of four pounds *per centum per annum*; from the time whereon the said annuities became due and payable, next before the decease of the said *Frances Hit*, and likewise shall and will well and truly pay, or cause to be paid unto the said *William Her*, his executors, administrators, or assigns, the like sum of one hundred and fifty pounds, with interest for the same, after the rate, and from the time aforesaid; and also that he the said *Edward Edmunds*, his heirs or assigns, shall and will upon and after the decease of the said *Frances Hit*, well and truly pay, distribute, and divide the sum of two hundred pounds of like lawful money (being the residue of the purchase-money for the said premisses) unto and amongst such of the children of the said *Frances Hit*, as shall be intitled thereto, under and by virtue of the said will of the said *John Gib*, deceased, as aforesaid, and shall and will well and sufficiently indemnify and save harmless, the said *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, and *William Her*, and each and every of them, their and each and every of their respective heirs, executors, and administrators, of, from, and against any future payment of the said annuities respectively, and also of, from, and against the said legacy of two hundred pounds, to the children of the said

said *Frances Hit*, and of, from, and against all such costs, charges, damages, and expences as shall or may be recovered against, or be sustained, expended, or become payable by them or any of them, for or by reason or means of the non-payment of the same annuity and legacy, or either of them, or any part of either of them. IN WITNESS, &c.

I approve of this draught,
M. DUANE.

A Conveyance of Freehold Ground Rents, by Lease and Re-lease.

No. III.

THIS INDENTURE made the — day of — in the twentieth year of the reign of our sovereign lord *George the Third*, by the grace of God, of *Great Britain, France, and Ireland*, king, defender of the faith, and so forth, and in the year of our Lord 1780, Between the right honourable J— earl of P— of the one part; and *John Crooke*, of *Fleet-Street, London*, bookseller, of the other part; *Whereas* the said J— earl of P— is seised in his demesne, as of fee, of and in the several pieces or parcels of ground, and the messuages or tenements thereon respectively erected and built, hereinafter mentioned and intended to be hereby granted and released; *And whereas* the said *John Crooke* hath contracted and agreed with the said J— earl of P— for the absolute purchase

The grantor seised in fee.

The grantee hath agreed to purchase the premises free from incumbrances except the lease.

The considera-
tion.

A bargain and
sale to be in-
rolled.

purchase of the fee-simple and inheritance of the said pieces or parcels of land, messuages, or tenements, and premisses, at or for the price or sum of two thousand two hundred and ninety pounds, free from all incumbrances, except the several leases made thereof by the said earl, which are herein after mentioned and excepted: NOW THEREFORE THIS INDENTURE WITNESSETH, that for and in consideration of the sum of two thousand two hundred and ninety pounds of lawful money of *Great Britain*, to the said J— earl of P— in hand, at or before the sealing and delivery of these presents, well and truly paid by the said *John Crooke*, the receipt and payment of which said sum of two thousand two hundred and ninety pounds, the said J— earl of P— doth hereby acknowledge, and thereof, and of, and from every part thereof; *doth* acquit, release, and for ever discharge the said *John Crooke*, his heirs, executors, and administrators, by these presents (which said sum of two thousand two hundred and ninety pounds, is the same sum of two thousand two hundred and ninety pounds as is mentioned to be the consideration money in a certain indenture of bargain and sale * intended to be inrolled in his Majesty's court of Common Pleas, bearing even date herewith, and made between the said J— earl of P— of the one part, and the said *John Crooke* of the other part) he the said

* See this bargain and sale, vol. 2. 531.

J—

In Conveyancing.

1201

J — earl of *P* — *hath* granted, bargained, sold, aliened, released, and confirmed, and by these presents *doth* grant, bargain, sell, alien, release, and confirm unto the said *John Croke* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *J* — earl of *P* — in consideration of ten shillings, by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs and assigns; ALL that piece or parcel of ground, of or belonging to him the said *J* — earl of *P* — situate, lying, and being near — in the parish of *St. Clement Danes*, in the county of *Middlesex*, whereon or upon part whereof formerly stood, a messuage or tenement called the — tavern, and all those nine brick messuages or tenements lately erected and built upon the said piece or parcel of ground, on an uniform plan, making and comprizing the whole of the court or place called *P — Place*, now or late in the several tenures, possessions, or occupations of the two *Miss Trotts*, *William Faw*, attorney at law, *John Preston*, attorney at law, *Thomas Hog*, wharfinger, *William Gun*, *Bartbolomew Mars*, merchant, and *Mrs. Kirk*, widow, or some of them, their, or some of their under tenants or assigns, and two of which said

The conveyance.

Possession transferred.

The parcels.

The present tenants should be named, in order to a reference to a certainty.

J. H.

Original Precedents

messuages are now untenanted ; all which said piece or parcel of ground, and the said messuages or tenements thereon erected and built, were, by indenture bearing date the 22d day of *January* 17—, demised by the said *J*—— earl of *P*—— unto *Thomas Trew*, of the *Strand*, in the parish of *St. Clement Danes* afore-said, linen-draper, for the term of sixty-one years, commencing from *Christmas-day* then last past, at and under the yearly rent of seventy pounds, free from land-tax, and all other taxes and deductions whatsoever, and payable quarterly as therein is mentioned, during the whole of the said term, and which said piece or parcel of ground, messuages, or tenements, and premisses are more particularly delineated and described in the plan or ground plot thereof, drawn in the margin of the said indenture of lease ; and also all that piece or parcel of ground, situate, lying, and being in *A*—— *Street*, in the city of *London*, whereon or upon part whereof an ancient messuage called *P*—— *House*, formerly stood, together with the capital messuage, buildings, and offices thereon lately erected and built, and commonly called or known by the name of the General Dispensary for the relief of the poor, instituted in the year 17—, and supported by voluntary contributions, all which said piece or parcel of ground, capital messuage, buildings, and premisses last mentioned, were by indenture of lease, bearing date

date the 21st day of *June 17*—; demised by the said *J*— earl of *P*— unto *James Johnson*, of *Crosby-Square*, in the city of *London*, merchant, *Samuel House*, of *Lombard Street*, in the city of *London*, banker, *Thomas Skinner*, of *Aldersgate Street*, in the city of *London*, broker, *Robert Berkeley*, of *Cheapside*, in the city of *London*, merchant, *Daniel Mildred*, of *Savage-Gardens*, in the said city of *London*, merchant, *Thomas Wellings*, of *London-wall*, in the said city of *London*, esquire, *William Blake*, of *Aldersgate Street*, in the city of *London*, merchant, *Thomas Burnell*, of *Fleet-street*, in the said city of *London*, stone-mason, and *Richard Chester*, of *Cannon street*, in the said city of *London*, skinner, for a term of seventy-one years from *Midsummer* last, at and under the yearly rent of thirty-one pounds and ten shillings, free from land-tax, and all other taxes and deductions whatsoever, and payable quarterly as therein is mentioned, during the whole of the said term, and which said last mentioned piece or parcel of ground, erection and building are more particularly delineated and described in the plan, or ground plot drawn thereof in the margin of the said indenture of lease; And also all other erections and buildings now erected and built, or which shall at any time or times hereafter be erected and built upon the said several pieces or parcels of ground herein before mentioned to be hereby granted

General words.

and released, or intended so to be, or either of them, or any part thereof respectively; and all ways, paths, passages, entries, vaults, privies, drains, sewers, gutters, wydraughts, cellars, sol-lars, lights, casements, waters, water-courses, profits, commodities, advantages, hereditaments, and appurtenances whatsoever, to the said several pieces or parcels of ground, messuages or tenements, erections, buildings, and premises, or any of them, or any part thereof respectively belonging; or in any wise appertaining, or therewith held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof respectively; and the reversion and reversions, remainder and remainders, rents, issues, and profits, and particularly the said several reserved rents or ground rents of seventy pounds, and thirty-one pounds and ten shillings herein before respectively mentioned: and all other rents, issues, and profits of all and singular the said premises hereinbefore granted and released, or intended so to be, which from *Lady-day* now last past shall incur or become payable: And all the estate, right, title, interest, inheritance, use, trust, property, possession, claim, and demand whatsoever both at law and in equity of him the said J—— earl of P——, of, in, to or out of the same premises, or any part or parcel thereof, respectively; together with all deeds, evidences, and writings, which concern the

Ground rents.

Legal and equitable estate.

Deeds.

the same premisses, solely or jointly with any other messuages or tenements and hereditaments of lesser value, which the said *J*—— earl of *P*——, now hath in his custody or power, or can obtain without suit at law or in equity, and true and attested copies of all such other deeds, evidences, and writings, as touch or concern the said premisses jointly, or together with any other messuages or tenements, lands or hereditaments of him the said *J*—— earl of *P*——, of greater value, such copies when first made and taken, to be so respectively written out and taken at the costs and charges of the said *J*—— earl of *P*——, but all future copies to be taken at the costs and charges of the said *John Crooke*, his heirs or assigns: *To have and to hold* the said several pieces or parcels of ground, messuages or tenements, erections and buildings, hereditaments, and all and singular other the premisses hereinbefore mentioned, to be hereby granted and released, or intended so to be, with their and every of their rights, members, and appurtenances, *Unto the said John Crooke, his heirs and assigns, to the only use and behoof of him the said John Crooke, his heirs and assigns for ever*: Subject nevertheless to the said several indentures of lease hereinbefore respectively mentioned, and to the said terms of sixty-one years, and seventy-one years, thereby respectively demised, and to the several agreements in the said indentures contained, which on the part and

Habendum in fee.

Qu. Is Mr. Crooke married? If he is, it may be necessary to join a trustee to prevent his being solely seised, and to enable him to sell or mortgage without levying a fine.

J. H.
Subject to the leases in esse.

Covenant that
the grantor is
seised in fee.

behalf of the lessor, his heirs and assigns, are or ought from henceforth to be observed and performed. *And* the said J—— earl of P——, for himself, his heirs, executors, and administrators, and every of them, doth covenant, promise, and grant, to and with the said *John Croke*, his heirs and assigns, by these presents in manner following (that is to say); That for or notwithstanding any act, matter, or thing, made, done, committed, or suffered, to the contrary, by him the said J—— earl of P——, or any of his ancestors, or by any other person or persons whomsoever, claiming or to claim, by, from, or under him, them or any of them, he the said J—— earl of P——, is at, or immediately before the time of the sealing and delivery of these presents, lawfully and rightfully seised of, and in the said pieces or parcels of ground, messuages or tenements, erections, buildings and premises hereinbefore granted and released, or mentioned and intended so to be, with their and every of their appurtenances, of a good, sure, perfect, absolute, and indefeazable estate of inheritance in fee-simple, in possession, without any condition, trust, proviso, or limitation of use or uses, power of revocation, or other matter or thing to alter, change, defeat, revoke, make void, lessen, or incumber the same, except as hereinafter is excepted: *And* that for or notwithstanding any such act, matter, or thing as aforesaid, he the said J—— earl of P——,

Hath right to
convey.

P ———, now hath in himself good right, full power, true title, and lawful and absolute authority, to grant, release, and confirm the said pieces or parcels of ground, messuages or tenements, erections, buildings, and premisses, with their and every of their rights, members, and appurtenances, unto the said *John Crooke*, his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents: *And* also that it shall and may be lawful to and for the said *John Crooke*, his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter into, and to have, hold, occupy, possess, and enjoy the said pieces or parcels of ground, messuages or tenements, erections and buildings, and all and singular other the premisses hereinbefore mentioned to be hereby granted and released, subject as aforesaid, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, and the rents and profits respectively reserved by the said indentures of lease, and all other rents, issues, and profits of the said premisses, from the feast day of the Annunciation of the blessed Virgin *Mary*, now last past, to incur and become payable, to take and receive to his and their own use and benefit, without the lawful let, suit, denial, interruption, disturbance, eviction, claim, or demand whatsoever, of, from, or by the said *Y* ——— earl of *P* ———, his heirs or assigns,

The grantee may peaceably enjoy.

Free from all
manner of in-
cumbrances.

or of or by any other person or persons claim-
ing or to claim any estate, right, title, trust, or
interest at law or in equity, of, in, to, or out of
the same pieces or parcels of ground, messuages
or tenements, erections and buildings, heredi-
taments and premisses, or any part thereof, by,
from, or under him, or any of his ancestors,
except as hereinafter is mentioned; and that
the same premisses now are, and for ever here-
after shall remain, continue, and be free and
clear, and freely and clearly, and absolutely
acquitted, exonerated, and discharged, or other-
wise, by the said J—— earl of P——, his
heirs, executors, or administrators, well and
sufficiently saved, defended, kept harmless,
and indemnified, of, from, and against all former
and other gifts, grants, bargains, sales, join-
tures, dowers, will, intails, mortgages, judg-
ments, extents, statutes, debts due to the king's
majesty, or any of his royal progenitors or
predecessors, and all other debts, titles,
troubles, charges, and incumbrances whatso-
ever, had, made, done, committed, or suffered,
by him the said J—— earl of P——, or
any of his ancestors, or any other person or
persons lawfully claiming or to claim, by,
from, or under, or in trust for him or any of
his ancestors (save and except the said two sever-
al indentures of lease hereinbefore particularly
mentioned): *And also* that he the said J——
earl of P——, and his heirs, and all and
every

Covenant for
further assur-
ances.

every other person and persons having or lawfully claiming, or who shall or may have, or lawfully claim any estate, right, title, interest, or incumbrances, of, in, to, or out of the same pieces or parcels of ground, messuages or tenements, erections and buildings, hereditaments and premisses hereby granted and released, or mentioned and intended so to be, or any part or parcel thereof, by, from, or under, or in trust for him, them, or any of them, his, their, or any of their ancestors, (except the respective lessees named in the said several indentures of lease, and their respective executors, administrators, or assigns) shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said *John Crooke*, his heirs or assigns, make, seal, acknowledge, levy, suffer, and execute, or cause and procure to be made, sealed, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, assuring, and confirming the said pieces or parcels of ground, messuages or tenements, erections and buildings, hereditaments and premisses hereinbefore granted and released, or mentioned and intended so to be, with their appurtenances, subject as aforesaid, unto and to the use of the said

John

John Crooke, his heirs and assigns for ever : as by the said *John Crooke*, his heirs or assigns, his, their, or any of their counsel learned in the law, shall be reasonably devised or advised and required. IN WITNESS, &c.

I have perused and do approve of this draft, in behalf of Mr. *Crooke*, subject to the marginal observation in 1205.

J. H.

No. IV.

A Conveyance by Lease and Release of a Freehold Estate, and an Assignment of Leasehold Premises, from the Trustees named in an Act of Parliament, and an Heir at Law, to a Purchaser.

THIS Indenture tripartite, made the — day of —, in the fourteenth year of the reign of our sovereign lord *George the Third*, by the grace of God of *Great Britain, France and Ireland*, king, defender of the faith, &c. and in the year of our Lord 17—, Between *William Mit*, esq. of, &c. and *Henry Rew*, the younger, of — in the county of —, esquire, trustees named and appointed in and by an act of parliament hereinafter mentioned, of the first part; *William Mit* of G— in the county of B—, esquire, eldest son and heir of *John Mit*, the younger, late of N—, in the parish of B—, in the said county of B—, esquire, deceased,
of

of the second part; and *Richard Russell* of ———— afore said, esquire, of the third part: *Whereas* by indentures of lease and release, bearing date respectively the 22d and 23d days of *August* 17—, the release being of five parts, and made or mentioned to be made, between *William Mit*, the elder, esquire, and *John Mit*, the younger, esquire, his eldest son and heir apparent, of the first part; *Henry Nea*, esquire, and *Willey Rew*, esquire, and *Philadelphia Rew* daughter of the said *Willey Rew*, and granddaughter of the said *Henry Nea*, of the second part; *John Mit*, the elder, merchant, and *Henry Rew*, esquire, of the third part; *Roger Hale*, esquire, and *Henry Hale*, of the fourth part; and *William Mit*, the younger, esquire, second son of the said *William Mit*, the elder, of the fifth part; in consideration of a marriage then intended between the said *John Mit*, the younger, and *Philadelphia Rew*, and which soon afterwards took effect, all that capital messuage, tenement, or dwelling-house and farm, commonly called or known by the name of ————, with the out-houses, barns, stables, orchards, gardens, yards, and lands thereunto belonging, and therewith used, occupied, possessed, and enjoyed, or accepted, reputed, adjudged, deemed, or taken, as part, parcel, or member thereof, or to belong thereunto; and all those tithes of grass, corn, hay, wool, lambs, and other great and small tithes arising and re-
newing

A settlement of
a freehold estate
recited.

newing in ——— aforefaid, or elfewhere in the parifh of *B*——, in the faid county of *B*——; And alfo, all that the perpetual advowfon, donation and right of patronage, of, in, and to the vicarage of the parifh church of *B*—— aforefaid, with the closes and lands hereinafter mentioned (that is to fay); *Mutton Clofe*, *Burnbeat Clofe*, and *Little Mead*, containing, together, fix acres and an half, or thereabouts, lying near or contiguous to the vicarage houfe of *B*—— aforefaid, in the faid county of *B*——, were fettled and affured to the feveral ufes therein limited, to take effect from the folemnization of the faid intended marriage (that is to fay); As to the capital meffuage called *N*——, and all other the meffuages, lands, tithes, hereditaments and premisses in the parifh of *B*——, except the faid perpetual advowfon, and the closes near or contiguous to the vicarage houfe of *B*—— aforefaid, which were limited to the faid *William Mit*, the elder, and his heirs, to the ufe, intent, and purpofe, that the faid *William Mit*, the younger, might receive thereout an annuity of one hundred pounds, during the life of the faid *William Mit*, the elder, fince deceased, and charged as aforefaid, to the ufe of the faid *John Mit*, the younger, for his life, with remainder to the faid *John Mit*, the elder, and *Henry Rew*, their executors, administrators, and affigns, for a term of one thoufand years; upon the trusts there-

therein declared, and hereinafter mentioned, with remainder to the said *John Mit*, the younger, his heirs and assigns for ever; and the trusts of the said term of one thousand years, were declared to be for raising the sum of three thousand five hundred pounds, by way of portions for the younger children of the said *John Mit*, the younger, by the said *Philadelphia Rew*, as the said *John Mit*, the younger, should appoint; and for default of appointment, to be equally divided between them, to be paid to the sons, at the age of twenty-one years, and to the daughters at the age of eighteen years, or day of marriage; and the said *William Mit*, the elder, and *John Mit*, the younger, did by the said indenture of re-lease, covenant to surrender their copyhold estates, held of the manor of *South Badfley*, or of any other manor in the parish of *B —*, to the same uses, and subject to same trusts, powers, provisos, and agreements, during the continuance of such copyhold estate, and interests respectively, as were before limited and declared concerning the said capital messuage called *N —*, and other the messuages, lands, and hereditaments in *B —*; And whereas by one other indenture bearing date the said 23d day of *August* 17— and made between the said *William Mit*, the elder, of the first part; the said *John Mit*, the younger of the second part; the said *William Mit*, the younger of the third part; the said *Henry Nea*,

whereby the intended husband had power to raise money for younger children, to be divided according to his appointment.

A settlement of leasehold premises recited.

Original Precedents

Nea, Willey Rew, and Philadelphia Rew, of the fourth part; and the said *John Mit*, the elder, and *Henry Rew*, of the fifth part; the said *William Mit*, the elder, *John Mit*, the younger, and *William Mit*, the younger, for the considerations therein mentioned, did assign to the said *John Mit*, the elder, and *Henry Rew*, amongst other lands and hereditaments therein particularly described, all that copyhold messuage or tenement, lying and being in or near *South Badsley*, in the said parish of *B* — and county of *B* — containing in the whole, by estimation, twenty acres, commonly called or known by the name of *Lower Whiskers*, being part and parcel of the manor of *South Badsley* aforesaid; and also all that messuage or tenement, situate, lying, and being in or near *South Badsley* aforesaid, consisting of six closes of arable or pasture ground, one small piece or parcel of wood ground, and one coppice ground, being then or late part or parcel of the said manor of *South Badsley*, and commonly called or known by the name of *Upper Whiskers*, with their and every of their appurtenances; to hold to the said *John Mit*, the elder, and *Henry Rew*, their executors, administrators, and assigns, for and during the residue then to come and unexpired of several terms of years, determinable as therein mentioned; upon trust to permit and suffer the said premises and the rents, issues, and profits thereof, to be had, received, and enjoyed

joyed by such person and persons, and for the same uses, intents, and purposes, and upon the same trusts, and subject to the same provisos as are declared and expressed, in and by the said indenture of five parts; bearing date the 23d day of *August* 17— hereinbefore recited, concerning the said capital messuage of *N—* and other the messuages, lands, and tythes in the said parish of *B—*: *And whereas* by indenture bearing date the 5th day of *August* 17—, and made between the said *John Mit*, the younger, and *Philadelphia* his wife, of the one part; and the said *John Mit*, the elder, and *Henry Rew*, of the other part; the said *John Mit*, the younger, in consideration of two thousand and eighty pounds, paid him by the said *John Mit*, the elder, and *Henry Rew*; did grant, bargain, sell, and demise to the said *John Mit*, the elder, and *Henry Rew*, among other lands and hereditaments therein particularly described; all those closes of arable, meadow, or pasture ground, commonly called or known by the several names of *Mutton Close*, *Burnbeat Close*, and *Little Mead*, containing together, by estimation, six acres and an half, or thereabouts, lying in the parish of *B—* in the said county of *B—* near to the Vicarage House there; and also all that messuage or tenement, garden, orchard, and two paddocks, pieces or parcels of meadow or pasture ground thereunto adjoining, containing in the whole, by estimation, two acres, lying within the parish

A mortgage by husband and wife, and trustees for 2080 l. recited.

parish of *B*—aforesaid, formerly in the possession of *Samuel Savage*, the elder, and *Grace Savage*, and afterwards of *Samuel Savage*, the younger, and then lately of *John Walmesly*, and *George Brown*, and then in the occupation of *Josbua Ninebam*, and were then lately purchased by the said *John Mit*, the younger, of and from the said *Samuel Savage*, the younger, and *John Walmesly*, or one of them, also all that messuage or tenement, barn, stable, backside, and garden thereunto adjoining and belonging, and three closes of arable or pasture ground thereunto belonging, and thereafter particularly mentioned (that is to say) one close called *Home Close*, containing by estimation, two acres adjoining to the said messuage, and bounden on the East and West with lands, late of *William Walton*, on the North with the king's highway, leading from *South Badsley* to *M*—and on the South, with the lands of Sir *James Worsfe*, baronet, and with the *Pond Close* after-mentioned, the said close called *Pond Close*, containing by estimation, five acres and an half, adjoining to *Home Close*, and bounded on the East with lands of the said Sir *James Worsfe*, on the West with the lands of *William Hay*, on the North with the said *Home Close*, and with the lands late of the said *William Walton*, and on the South with the coppice ground aftermentioned, and the said close called *Coppice Close*, containing by estimation, two acres and an half, adjoining to *Pond Close*,

Clofe, and bounded on the East with lands in the possession of *Christopher Manners*, on the West with the lands in the possession of *Edmund Snooke*, on the North with the said *Pond Clofe*, and on the South with other lands, late of the said *William Walton*, all which said last mentioned messuages or tenements, lands, and premisses are situate, lying, and being within the parish of *B*—— afore said, and were then in the occupation of *Thomas Pitt*, and were then lately purchased by the said *John Mit*, the younger, of and from the said *Thomas Pitt*, also all that one other clofe of arable or pasture ground commonly called or known by the name of *Sedgedown Clofe*, containing by estimation, eight acres, bounden on the North and West with a common called *Pont Moor Common*, on the East with the lands theretofore of *Thomas Bulkley*, deceased, and on the South with the land theretofore of the said *William Walton*, all which said clofe and premisses are lying and being within the tithing of *Walbam* and parish of *B*—— afore said, and were then in the several occupations of the said *John Mit*, the younger, and his under-tenant *Benjamin Green*, and were then lately purchased by the said *John Mit*, the younger, of and from *James Willis*; to hold to the said *John Mit*, the elder, and *Henry Rew*, their executors, administrators, and assigns, from the day next before the day of the date of the said indenture, for and during, and

The will of
John Mit the
husband recited.

Various trusts
created.

unto the full end and term of five hundred years, without impeachment of waste, subject to a proviso for redemption, upon payment of the sum of two thousand and eighty pounds, and interest as therein mentioned; *And whereas* the said *John Mit*, the elder, died many years since, leaving the said *Henry Rew*, him surviving; *And whereas* the said *John Mit*, the younger, duly made and published his last will and testament in writing, bearing date on or about the 21st day of *April* 17— and thereby gave and devised amongst other things, all his messuages, lands, tenements, and hereditaments in the parish of *B*— in the county of *B*— as well those which were conveyed in settlement upon his marriage, and over which he had a disposing power, as also all those which he had since purchased, or was otherwise intitled to, to his son *William* for his life, with remainder to *Henry Rew*, esquire, and his heirs; In trust to preserve the contingent remainders thereafter limited, with remainder to the first, second, third, and every other son and sons of the body of his son *William*, successively, in tail male, with remainder to his son *John*, and the heirs male of his body, lawfully issuing, successively in tail male, with remainder to his brother *William Mit*, esquire, for his life, with remainder to the said *Henry Rew*, and his heirs; in trust, to preserve the contingent remainders therein after limited

mitted, with remainder to the first, second, third, and every other son of the said *William Mit*, successively, in tail male, with the ultimate reversion or remainder to his own right heirs; and also gave and bequeathed all his messuages, lands, tenements, and hereditaments in the said county of *B*—— which he held for term or terms of years absolute, or for life or lives, or for term or terms of years, determinable on life or lives, or otherwise; and also all other his leasehold estate or estates, in the said county unto the said *Henry Rew*, his executors and administrators; In trust, by and out of the leasehold premises, to raise and collect a competent sum of money for renewing the said leases from time to time as there should be occasion (except the first renewing thereof after his decease, which should be made out of the residue of his personal estate, as therein after is directed) and also to make proper surrenders of the current leases for the time being, as should be requisite for the procuring new leases thereof, and subject thereto, to permit the clear rents and profits that should arise and be produced from the said leasehold premises, for and during the then present, or any subsequent term or terms, and estates granted or to be granted thereof respectively, to be received by the person and persons, who by virtue of the limitations of his will, should be intitled to the freehold and inheritance of the

4 H 2

lands,

Original Precedents

lands, tenements, and hereditaments therein-
before devised, until such person or persons
should, by good assurances in the law, or other-
wise, be seised of the same lands, tenements,
and hereditaments, or some of them in fee-
simple in possession, and immediately after that
should happen, the said *Henry Rew*, his execu-
tors, and administrators should stand and be
possessed of the said leasehold premises there-
by devised, in trust for such person and per-
sons respectively, his, her, and their execu-
tors, administrators, and assigns, and should
and might convey, assign, and make over
the said leasehold premises and the then
residue of the several terms then to come
therein, and all benefit thereof, to him, her, or
them respectively. *And whereas* the said *John*
Mit the younger, died on or about the ———
day of *May 17*—, leaving the said *William*
Mit, party hereto, his eldest son and heir
at law, the said *John Mit* his younger son,
and three daughters *Mary Mit*, *Frances Mit*,
and *Philadelphia Mit*, who have respectively
attained the age of twenty-one years, and the
said *William Mit*, his brother him surviving,
and the said *William Mit*, the son of the said
John Mit, deceased, hath since married, and
hath issue three sons *William Mit*, *Henry Mit*,
and *John Mit*, but the said *John Mit*, son of
the said *John Mit* deceased, and *William Mit*
the brother of the said *John Mit* deceased, have

Death of John
Mit the hus-
band, leaving
issue who have
attained 21
years of age.

not any issue. *And whereas* the said *John Mit* deceased, was at the time of his death seised or intitled (among other lands, and hereditaments) of or to the said capital messuage, lands, and hereditaments comprized in the said term of one thousand years, limited thereof by the said indentures of lease and release, bearing date the 22d and 23d days of *August* 17— subject to the trusts of such term, and also of or to the advowson of the vicarage of *B.* aforesaid, and also of or to the several lands and hereditaments in the said parish of *B.* herein before mentioned to be comprised in the said indenture, dated the 5th day of *August* 17— subject to the mortgage thereby made thereof for securing the said sum of two thousand and eighty pounds, and interest, and the said *John Mit* the younger was also intitled to the benefit of two leases, granted by *Henry*, late Lord *Arundel* of *Wardour*, of the said several leasehold lands in the said parish of *B.* subject to the provisos and conditions in the said indentures of lease contained, and also subject to the trusts declared thereof, by the said indenture of assignment, bearing date the said 23d day of *August* 17—. *And whereas* in pursuance of the power contained in the will of the said *John Mit*, the said indentures of lease have been surrendered, in order to procure new leases of the said leasehold premises, and accordingly by indenture bearing date the

Property what, *John Mit* died seised and possessed of.

Of leasehold estates.

New leases have been obtained by the testator's trustees.

Original Precedents

25th day of *March* 17—, and made between *Henry* Lord *Arundel* baron of *Wardour* in the county of *Wilts*, of the one part; and the said *Henry Rew* of the other part; the said Lord *Arundel* for the considerations therein mentioned, did demise to the said *Henry Rew* the said messuage and lands, parcel of the manor of *South Badsley* aforesaid, called *Upper Whiskers*, with the appurtenances, except all timber and other trees, and the royalties of hawking, hunting, fishing, and fowling, to hold to the said *Henry Rew*, his executors, administrators, and assigns, for ninety-nine years if three persons therein named, any or either of them, so long lived, at the rent, and subject to the covenants therein mentioned. *And whereas* by one other indenture of lease, bearing date the same 25th day of *March* 17—, and made between the said Lord *Arundel* of the one part; and the said *Henry Rew* of the other part; the said Lord *Arundel* for the considerations therein mentioned, did demise to the said *Henry Rew* the said messuage and lands, called *Lower Whiskers*, parcel of the manor of *South Badsley* aforesaid, except as in the said last mentioned indenture is excepted, to hold to the said *Henry Rew*, his executors, administrators, and assigns for ninety-nine years, if three lives therein named, any or either of them so long lived, at the rent, and subject to the covenants therein mentioned. *And whereas*
by

by an act made and passed in the parliament of *Great Britain* in the fourteenth year of his present majesty's reign, intituled, an act for vesting part of the freehold and leasehold estates devised by the will of *John Mit*, Esq; deceased, in trustees, to sell the same, for discharging incumbrances, and for laying out the residue of the money arising by sale, in the purchase of other lands and hereditaments to be settled in lieu thereof, to the like uses, reciting (among other things) to the effect hereinbefore recited, and also reciting or taking notice that the capital messuage called ——— devised by the will of the said *John Mit*, was situate at a distance from the principal estates of the said *William Mit*, upon which he resided, and great part of the lands adjoining thereto, and devised by the said will, were leasehold, the tenure whereof was found to be very inconvenient for the purpose of a settlement, so that it would be manifestly for the benefit and advantage of the said *William Mit*, and the several persons intituled in remainder after him to the freehold and leasehold estates, devised by the will of the said *John Mit*, and hereinbefore particularly mentioned, that the same should be sold, and that out of the money arising by such sale, the said mortgage for two thousand and eighty pounds made to the said *John Mit* the elder, and *Henry Rew*, and then vested in the said *Henry Rew* by survivorship, should be discharged,

An act of parliament for vesting part of the testator's freehold and leasehold estates in trustees to sell the same, &c. recited.

ed, and that the residue of such money should be laid out in the purchase of freehold lands and hereditaments which would be more convenient for the purposes of the family, and which would not be subject to the charge attending the renewal of leases, but by reason of the strict limitations in the will of the said *John Mit* deceased, and the infancy of the children of the said *William Mit*, son of the said testator *John Mit* deceased, a good title could not be made to a purchaser of any of the said estates without the assistance and authority of parliament; it was therefore enacted, that from and after the 24th day of *May* 17— the said capital messuage and farm called *N.*— and the said advowson, and all other the freehold messuages, lands, tithes, hereditaments, and premises in the said parish of *B.*— devised by the will of the said *John Mit* deceased, whereof or wherein he had any estate of inheritance in possession, reversion, remainder, or expectancy, or over which he had any disposing power, with their and every of their rights, members, and appurtenances should be vested in the said *William Mit* and the said *Henry Rew* the younger, their heirs and assigns, to the only use and behoof of them the said *William Mit* and *Henry Rew* the younger, their heirs and assigns for ever, freed and discharged from all the uses, trusts, powers, provisoes, and limitations contained in the said will of the said

John

John Mit, and from the said term of one thousand years, created by the said indentures of lease and release, bearing date the 22d and 23d days of *August* 17— and from the said mortgage, made by the said indenture dated the 5th day of *August* 17—, and then vested in the said *Henry Rew* for securing the said sum of two thousand and eighty pounds and interest as aforesaid, and all claims and demands of the said *Henry Rew*, and of all and every other person and persons whomsoever in respect thereof. But in trust, nevertheless, for the several purposes thereafter mentioned and declared concerning the same. And it was further enacted, that from and after the said 24th day of *May* 17—, the said lands and premises in the said parish of *B*— comprised in the said two several indentures of lease, and so demised by the said *Henry Lord Arundel* to the said *Henry Rew* as aforesaid should be vested in the said *William Mit* and *Henry Rew* the younger, their executors, administrators, and assigns, for the remainder of the several terms for which the same were so demised as aforesaid, then to come and unexpired, freed and discharged from all the uses, trusts, powers, provisoes, and limitations contained in the will of the said *John Mit* deceased, and in the said indenture of assignment and settlement, and in the said indenture of release and settlement, bearing date respectively the 23d day of *August* 17—, but in trust nevertheless for the several purposes therein—

Original Precedents

thereinafter mentioned and declared concerning the same; And it was further enacted and declared, that the said capital and other messuages, advowson lands, tithes, hereditaments, and premisses thereby vested in the said *William Mit* and *Henry Rew* the younger, their heirs, executors, administrators, and assigns were so vested in them, upon the trusts, and to the intents and purposes following, that is to say, in trust and to the intent that they the said *William Mit* and *Henry Rew* the younger, or the survivor of them, or the heirs, executors, administrators, or assigns of such survivor did and should with all convenient speed, and as opportunity should offer, sell, and dispose of the said hereditaments and premisses, either together or in parcels for the best price or prices that could be reasonably had or obtained for the same, and upon payment by the purchaser or purchasers thereof, or of any part thereof respectively, of his, her, or their purchase money into the bank of *England* as thereafter is mentioned, the said *William Mit* and *Henry Rew* the younger, or the survivor, or the heirs, executors, administrators, or assigns of such survivor should grant, convey, assign and assure the said hereditaments and premisses, or such part or parts thereof respectively, as should be so sold, unto such purchaser or purchasers, his, her, or their heirs, executors, administrators, or assigns, according to the estate and interest which should be then vested in the

the

the said *William Mit* and *Henry Rew* the younger, or the survivor, or the heirs, executors, administrators or assigns of such survivor, of or in such hereditaments and premises respectively. And it was thereby further enacted and declared, that out of the money which should arise or be produced by sale of the said messuages and premises thereby made saleable the said principal sum of two thousand and eighty pounds so secured on mortgage as aforesaid, should be, in the first place, paid and satisfied, and in the next place, the costs, charges, and expences attending, or in any wise relating to the obtaining or passing the said act, and all such reasonable costs, charges, and expences, as are therein mentioned; and the residue or surplus of the money to arise by such sale or sales, after payment and satisfaction of the several sums of money thereinbefore directed to be thereout paid, should so soon as conveniently might be after the same should be so paid into the bank as aforesaid, be laid out by the said *William Mit* and *Henry Rew* the younger, or the survivor of them, or the heirs of such survivor, under the order and direction of the High Court of Chancery, and by and with the consent and approbation of the said *William Mit* during his life, and afterwards by the proper authority of the said trustees, or of the survivor of them, or his heirs, in the purchase or purchases of the fee-simple and inheritance

Original Precedents

heritance in possession of manors, messuages, lands, tenements, or hereditaments, to be situate, lying, and being somewhere in that part of *Great Britain* called *England*. And it was further enacted, that in the mean time, and until such sale or sales as aforesaid, should be respectively made in pursuance of the said act, they the said *William Mit* and *Henry Rew* the younger, and the survivor of them, and the heirs of such survivor should permit and suffer the premisses thereby vested in them to be respectively held and enjoyed, and the rents and profits to be had, received, and taken by and for the benefit of such person and persons as would respectively be intitled to, and ought to hold and enjoy, and receive the same, in case the said act had not been made; and it was further enacted and declared, that upon every such sale and conveyance of the said premisses as aforesaid, the money to arise and be produced by such sale or sales, should be paid by such purchaser or purchasers, his, her, and their heirs as aforesaid, into the bank of *England*, in the name and with the privy of the accomptant general of the High Court of Chancery, *ex parte* the purchaser or purchasers, his, her, and their heirs and assigns as aforesaid, pursuant to the method prescribed by the act of the twelfth year of King *George* the First chapter thirty-two, and the general orders of the said court, and without fee or reward, according

according to the act of the twelfth year of King *George* the Second, chapter the twenty-fourth, and the same should there remain, until such money should, upon petition setting forth such approbation to be preferred to the Court of Chancery, in a summary way, at the expence of the said *William Mit*, or such petitioner respectively, be ordered to be paid out of the Bank for the discharge of the said mortgage or payment of such costs, charges, and expences as aforesaid, or for the completing some proper purchase or purchases in such manner as the court should think just, and should direct. And for promoting the said sale or sales of the premises thereby vested, in trust, to be sold as aforesaid; it was thereby enacted and declared that the purchaser and purchasers of the said premises, or any part thereof, and his, her, and their heirs and assigns should and might, from and immediately after payment of his, her, or their purchase-money into the Bank of *England* as aforesaid; and from and after the execution and completing of the conveyance of the premises aforesaid, have, hold, and enjoy the premises by him or them respectively purchased, absolutely freed and discharged from all and every the uses, trusts, estates, powers, provisoes, and limitations in and by the said indentures of lease and release bearing date the twenty-second and twenty-third days of *August* one thousand seven hundred and forty,

forty, or the said indenture of settlement dated the same 23d day of *August* 17—, or the said indenture of mortgage dated the 5th day of *August* 17—, or the will of the said *John Mit* limited, created, provided, mentioned, expressed, or declared, of or concerning the same premisses, or any part thereof respectively; and also, that the certificate or certificates of the accomptant general of the said Court of Chancery, together with the receipt or receipts of the cashier or cashiers of the Bank of *England* thereunto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the payment aforesaid, into the Bank of *England*, should from time to time, and at all times thereafter, be a good and effectual discharge to such purchaser or purchasers as aforesaid, and to his, her, and their heirs, executors, administrators, and assigns, for so much of the said purchase money for which such certificate or certificates, receipt or receipts, should be respectively given; and that after filing such certificate or certificates, and of such receipt or receipts, such purchaser or purchasers, his, her, and their heirs, executors, administrators, and assigns, should be, and was, and were, thereby absolutely acquitted and discharged, of, and from such purchase money, and every part thereof, and he, she, they, or any of them, after the filing such certificate or certificates, receipt or receipts, as aforesaid, should not be answerable

able or accountable for any loss, misapplication, or non-application of the said purchase money, or any part thereof, as in and by the said several indentures and last will, and the said act of parliament, reference being thereunto respectively had, may more fully appear.

And whereas the said *Richard Russell* hath contracted and agreed with the said *William Mit*, of ———, and *Henry Rew*, the younger, for the absolute purchase of the said capital and other messuages, lands, tithes, hereditaments, and all other the premises, as well freehold as leasehold, in the said parish of *B* ———, which in and by the said recited act of parliament were vested in the said *William Mit*, of ———, and *Henry Rew*, the younger, their heirs, executors, administrators, and assigns, in trust to be sold as aforesaid (other than and except the said advowson, donation, and right of patronage, of, in, and to the vicarage of the parish church of *B* ——— aforesaid, and also except certain leasehold lands called *Fordings*, and man-sions, and other leasehold lands and hereditaments within the manor of ——— in the parish of *B* ———) at and for the price or sum of five thousand eight hundred and twenty pounds.

And whereas the said *Richard Russell* did, on or about the 11th day of *August*, instant, pursuant to the directions contained in the said act of parliament, pay into the Bank of *England*, in the name and with the privity of the said accomptant general *ex parte* the said *Richard Russell*

The grantee in this deed, hath contracted with the trustees for the purchase of certain freehold and leasehold estates.

The purchase money hath been deposited in the bank pursuant to the act.

the

In regard that a small parcel of the estate is copyhold, which descended to Mr. Mit of G. I would advise that a reasonable valuation may be put upon such copyhold premises, that the same may be deducted from the gross sum agreed to be paid, and that the residue only, after such deduction, may be paid into the Bank.

J. H.

The price or consideration for the copyhold premises should be paid by Mr. R. to Mr. M. upon a surrender being made of the copyhold premises, and I think it is best not to incumber this deed with any recitals or covenants respecting lands which are not comprehended in the act of parliament, and wherein the trustees are not any way interested.

J. H.

The consideration paid into the Bank.

the said sum of five thousand eight hundred and twenty pounds, as and for the purchase of the said capital and other messuages, lands, tithes, hereditaments, and premises, so contracted for as aforesaid, and the said sum of five thousand eight hundred and twenty pounds, hath been placed to the credit of the accomptant general of the said Court of Chancery *ex parte* the said *Richard Russell*, pursuant to the said act of parliament, for the purposes in the said act mentioned, as by the certificate of the accomptant general, and the receipt of one of the cashiers of the Bank of *England* thereunto annexed, and therewith filed in the Register Office of the said Court of Chancery, in pursuance of the directions contained in the said act, relation being thereunto had, may appear, and true and exact copies of the said certificates of the said accomptant general of the Court of Chancery, and of the said receipt of the said cashier of the Bank of *England* are indorsed, or intended to be indorsed on this present indenture. Now THIS INDENTURE WITNESSETH, That for and in consideration of the said sum of five thousand eight hundred and twenty pounds, of lawful money of *Great Britain*, so paid into the Bank of *England* by the said *Richard Russell*, in the name and with the privity of the the accomptant general of the said Court of Chancery, pursuant to the said act of parliament, in full,
for

for the absolute purchase of the said capital and other messuages, lands, tithes, hereditaments, and all and singular other the premisses in the said parish of *B*——, by the said recited act of parliament, vested in them the said *William Mit* and *Henry Rew*, the younger, their heirs, executors, administrators, and assigns, in trust as aforesaid, except the said advowson, and the said leasehold lands in the said manor of *S*——, as hereinbefore is mentioned; and also for and in consideration of the sum of ten shillings, of like lawful money, to each of them the said *William Mit*, of *G*——, *William Mit*, of ——, and *Henry Rew*, the younger, in hand, likewise paid by the said *Richard Ruffell*, at or before the sealing and delivery of these presents, the receipts whereof are hereby acknowledged; they the said *William Mit*, of ——, and *Henry Rew*, the younger, in pursuance of the said act of parliament, and by virtue of the powers or authorities in them vested, or to them given by the said recited act of parliament, and in exercise and execution thereof, and in performance of the trusts in them reposed by the said act in this behalf; have, and each of them hath granted, bargained, sold, aliened, and released, and by these presents do, and each of them doth, grant, bargain, sell, alien, and release; and the said *William Mit*, of *G*——, hath granted, remised, released, ratified, and confirmed,

The conveyance.

Possession transferred.

The parcels.

and by these presents doth grant, remise, release, ratify, and confirm, unto the said *Richard Russell* (in his actual possession now being by virtue of a bargain and sale to him thereof made, by the said *William Mit* of ——— and *Henry Rew* the younger, in consideration of five shillings, by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to his heirs. All that the said capital messuage and farm called *N*—— and all other the freehold messuages, lands, tithes, hereditaments, and premises in the said parish of *B*—— devised by the will of the said *John Mit*, deceased, whereof or wherein he had any estate of inheritance in possession, reversion, remainder, or expectancy, with their and every of their rights, members, and appurtenances, except as hereinafter is excepted, which in and by the said recited act of parliament were vested in the said *William Mit* of ——— and *Henry Rew* the younger, their heirs and assigns, freed and discharged from all the uses, trusts, powers, provisos, and limitations contained in the said will of the said *John Mit*, and from the said term of one thousand years created by the said indentures of lease and release, bearing date

General words.

date the 22d and 23d days of *August* 17— and from the said mortgage made by the said indenture dated the fifth day of *August* 17—, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and every the said capital and other messuages, lands, tithes, hereditaments, and premisses, hereby granted and released, or intended so to be, and all the estate, right, title, interest, use, trust, benefit, profit, property, claim, and demand whatsoever, both at law and in equity of them the said *William Mit* of —, *Henry Rew* and *William Mit* of G— and each and every of them, of, in, to, or out of the same premisses, or any of them, together with all and every the deeds, evidences, muniments, and writings, which relate to, or concern the said hereditaments and premisses herein before mentioned to be hereby granted and released or intended so to be, or any part thereof only, which are now in the custody or power of the said *William Mit* of G— *William Mit* of — and *Henry Rew* the younger, or any or either of them, or which they, any or either of them, can come by without suit at law, or in equity, with true copies of all such deeds, evidences, and writings as concern the said premisses jointly with any other lands, or hereditaments of the said *William Mit* of G—, all and every of which copies shall be first written out at the proper costs of the estate of said *John Mit*, deceased,

but all future copies to be taken at the proper costs and charges of the said *Richard Russell*, his heirs or assigns (save and except out of these presents, and the grant and release hereby made unto the said *William Mit*, of —, and *Henry Rew*, the younger, and their heirs, all that the perpetual advowson, donation, and right of patronage, of, in, and to the vicarage of the parish church of *B*— aforesaid); *To have and to hold* the said capital and other messuages, lands, tithes, hereditaments, and all and singular other the premisses hereinbefore mentioned to be hereby granted and released, or intended so to be, with their and every of their appurtenances, except as hereinbefore is excepted unto the said *Richard Russell*, his heirs or assigns, to the only proper use and behoof of him the said *Richard Russell*, his heirs and assigns for ever: AND THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the said sum of five thousand eight hundred and twenty pounds, so paid into the Bank of *England*, by the said *Richard Russell* as aforesaid, and also for and in consideration of the further sum of ten shillings of like lawful money to each of them the said *William Mit*, of *G*—, *William Mit*, of —, and *Henry Rew*, the younger, in hand, paid by the said *Richard Russell*, at or before the sealing and delivery of these presents, the receipts whereof are hereby acknowledged,

Habendum in
fee.

The considera-
tion.

ledged, they the said *William Mit*, of ——— and *Henry Rew*, the younger, in further pursuance of the said act of parliament, and by virtue of the powers or authorities in them vested, or to them given by the said recited act of parliament, and in exercise and execution thereof, and in further performance of the trusts in them reposed by the said act in this behalf, *Have* and each of them hath granted, bargained, sold, assigned, transferred, and set over, and by these presents do, and each and every of them doth grant, bargain, sell, assign, transfer, and set over, and the said *William Mit*, of *G*——, hath granted, assigned, ratified, and confirmed, and by these presents doth grant, assign, ratify, and confirm, unto the said *Richard Ruffel*, his executors, administrators, and assigns, all and singular the said lands, and premises in the said parish of *B*—— called *Upper Whiskers* and *Lower Whiskers*, comprized in the two several recited indentures of lease, and so demised by the said *Henry* lord *Arundel*, to the said *Henry Rew*, as aforesaid, which in and by the said act of parliament were vested in the said *William Mit*, of ———, and *Henry Rew*, the younger, their executors, administrators, and assigns, with their and every of their appurtenances, freed and discharged from all the uses, trusts, powers, provisoes, and limitations contained in the will of the said *John Mit*, deceased, and in the said indenture of assign-

The assignment
of the leasehold
estates.

Parcels.

Habendum.

ment and settlement, and in the said indenture of release and settlement, bearing date respectively, the 23d day of *August* 17—, and all the estate, right, title, interest, term, and terms of years, benefit of renewal, property, claim, and demand whatsoever, both at law and in equity, of them the said *William Mit*, of ——— *Henry Rew*, the younger, and *William Mit*, of G—— and each and every of them, of, in, and to the said lands and premisses hereby bargained, sold, and assigned, or mentioned or intended so to be, or any part thereof, together with the said two several recited indentures of lease, and all benefit and advantage thereof; *To have and to hold* the said lands and premisses, in and by the said two several recited indentures of lease, granted or demised, and intended to be hereby bargained, sold, and assigned, with their and every of their appurtenances, unto the said *Richard Ruffel*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder now to come and unexpired, of the said several terms in and by the said two several recited indentures of lease granted, subject nevertheless to the payment of the several rents reserved by the said indentures of lease respectively, and to the performance of the covenants therein respectively contained, which from the feast of *St. Michael*, last past, on the tenant's, lessee's, or assignee's part and behalf are or ought to be paid,
be

observed, or performed ; *And* the said *William Mit*, of —, for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said *Richard Russell*, his heirs and assigns, by these presents, that he the said *William Mit*, of — hath not at any time heretofore made, done, committed, or wittingly or willingly suffered to be done, any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof, the said capital and other messuages, lands, tithes, hereditaments, and premises hereinbefore mentioned to be hereby granted, released, and assigned respectively, or any part thereof, is, are, can, shall or may be any ways impeached, charged, affected, or incumbered, in title, charge, estate, or otherwise howsoever ; *And* the said *Henry Row*, the younger, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Richard Russell*, his heirs and assigns by these presents, that he the said *Henry Row*, the younger, hath not at any time heretofore, made, done, executed, committed, or wittingly or willingly suffered to be done, any act, matter, or thing whatsoever, whereby or by reason or means whereof the said capital and other messuages, lands, tithes, hereditaments, and premises herein before mentioned, to be hereby granted, released, and assigned respectively, or any part thereof, is, are, can, shall or may

Covenant that the heir at law of the testator has done no act to incumber.

Covenant from the devisor's trustee, that he has done no act to incumber.

Covenant from
the granting
parties, that
th^o or one of
them are seised
of the freehold
estates,

be any ways impeached, charged, affected or incumbered in title, charge, estate, or otherwise howsoever; *And* the said *William Mit*, of *G*—— for himself, his heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said *Richard Russell*, his heirs and assigns, by these presents, in manner and form following (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, made, done, committed, or willingly suffered to be done by him the said *William Mit*, or the said *William Mit*, of —— and *Henry Rew*, the younger, or by the said *John Mit*, deceased, or any of his ancestors, or any or either of them to the contrary, they the said *William Mit*, of *G*—— *William Mit*, of —— and *Henry Rew*, the younger, some or one of them, are and stand, or is and standeth lawfully, rightfully and absolutely seised of a good, sure, perfect, and indefeazible estate of inheritance in fee-simple, to them, and their heirs, or to the heirs of some or one of them, of and in the capital and other messuages, lands, tithes, hereditaments, and all and singular other the premisses hereinbefore mentioned, to be hereby granted and released, or intended so to be, with their and every of their appurtenances, without any reversion, remainder, trust, condition, provisoe, power of revocation, or limitation of any use or uses, or other restraint, matter, or thing whatsoever,

to

to alter change, charge, revoke, make void, qualify, determine, defeat, impeach, or incumber the same premisses; and that the said two several recited indentures of lease are good, and subsisting leases, valid in law, no ways surrendered, vacated, charged or incumbered in any manner whatsoever; *And also* that they the said *William Mit*, of G—— *William Mit*, of —— and *Henry Rew*, the younger or some or one of them, (for and notwithstanding any such act, matter, or thing as aforesaid) have or hath good right, full power, and lawful and absolute authority, to grant and release, and bargain, sell, and assign the said capital and other messuages, lands, tithes, hereditaments, and premisses hereinbefore mentioned, to be hereby granted and released, and bargained, sold, and assigned respectively, or intended so to be, and every part thereof, with their and every of their rights, members, and appurtenances whatsoever respectively, unto and to the use and behoof of the said *Richard Russell*, his heirs, executors, administrators, and assigns respectively, in manner and form aforesaid; *And further*, that for and notwithstanding any such act, matter, or thing as aforesaid, the said capital and other messuages, lands, tithes, hereditaments, and premisses hereinbefore mentioned, to be hereby granted and released, and bargained, sold, and assigned respectively, or intended so to be, with their and every of their appurtenances, from time to time, and at all times

and that the leases are valid.

They have good right to convey and assign.

and the grantees may enjoy the several estates according to their respective natures peaceably,

times hereafter, shall remain and continue unto and to the use and behoof of him the said *Richard Russell*, his heirs, executors, administrators, and assigns respectively, according to the nature and quality of the said estates, and the true intent and meaning of these presents, and shall be held and enjoyed by him and them, without the lawful let, suit, trouble, molestation, hindrance, denial, interruption, eviction, claim, and demand, of or by the said *William Mit*, of G ——— *William Mit*, of ——— and *Henry Rew*, the younger, or any of them, or the heirs or assigns of any of them, or any other person or persons whomsoever, lawfully or equitably claiming or to claim, by, from, or under, or in trust for them or any of them, or by, from, or under, or in trust for the said *John Mit*, deceased, or any of his ancestors, or by, or with their, or any of their acts, means, privity, consent, default, or procurement, and that free and clear, and freely and clearly acquitted, exonerated, released, and discharged or otherwise, by the said *William Mit*, of G ——— his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all, and all manner of former and other gifts, grants, bargains, sales, settlements, mortgages, jointures, dowers, right, and title of dower, and thirds at the common law, uses, intails, trusts, wills, statutes merchant, and of the staple, recognizances, judg-

free from incumbrances.

judgments, extents, elegits, executions, inquisitions, rents, arrears of rent, annuities, legacies, sums of money, yearly payments, forfeitures, and re-entries, debts of record, debts due to the king's majesty, and of, from, and against all other estates, titles, troubles, charges, or incumbrance whatsoever, had, made, done, committed, or wittingly, or willingly suffered by the said *William Mit*, of G——, *William Mit*, of ——, and *Henry Rew*, the younger, or any of them, or by the said *John Mit* deceased, or any of his ancestors, or any other person or persons whomsoever, claiming or to claim, by, from or under, or in trust for him, them, or any of them; *And moreover* that they the said *William Mit*, of G.—— *William Mit*, of —— and *Henry Rew*, the younger, and each and every of them, their and each and every of their heirs, and all persons claiming or to claim any estate, right, title, interest, inheritance reversion, use, trust, property claim, or demand whatsoever, either at law or in equity, of, in, to, or out of the said capital and other messuages, lands, tithes, hereditaments, and premisses hereinbefore mentioned, to be hereby granted and released, and assigned respectively, or intended so to be, or any of them, or any part thereof, by, from, or under or in trust for them, or any or either of them, or by from or under the said *John Mit*, deceased, or any of his ancestors, shall and will from time

Covenant for
further assurances.

to

Original Preambles

to time and at all times hereafter, at the request, costs, and charges of the said *Richard Russell*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances and assurances in the law whatsoever, as well for the further, better, more perfect, and absolute granting, conveying, and assuring all and singular the said hereditaments and premisses hereinbefore mentioned, to be hereby granted and released, or intended so to be, with their appurtenances, unto and to the use and behoof of the said *Richard Russell*, his heirs and assigns, as for the assigning and transferring the said lands and premisses herein before mentioned, to be hereby assigned, with their appurtenances, unto the said *Richard Russell*, his executors, administrators, and assigns, for all the residue of the said several terms which shall be then to come and unexpired, as by the said *Richard Russell*, his heirs or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised, and required, so as such further assurances, or any of them contain or imply in them, no further or other covenant or warranty, than against the acts of the person or persons, who shall be required to make and execute the same, and his, her, or their heirs, and

and so as no such person or persons be compelled or compellable to travel above five miles from his her or their habitation, for the making thereof. IN WITNESS, &c.

Settled by Mr. H——.

4th August 1774.

N^o 8942.

“ I do hereby certify, that pursuant to an
 “ act of parliament passed in the fourteenth
 “ year of the reign of his present Majesty King
 “ George the Third, 1774, intituled an act for
 “ vesting part of the freehold and leasehold
 “ estates devised by the will of *John Mit*, esq;
 “ deceased, in trustees, to sell the same for dis-
 “ charging incumbrances, and for laying out
 “ the residue of the money arising by sale, in
 “ the purchase of other lands and heredita-
 “ ments, to be settled in lieu thereof, to the
 “ like uses, *Richard Russell*, esq; the purcha-
 “ ser is to pay into the Bank of *England*, the
 “ sum of five thousand eight hundred and
 “ twenty pounds, which is to be placed to my
 “ account, as accountant general, and to the
 “ credit of *ex parte Robert Russell*, esq; the
 “ purchaser, and a receipt is forthwith to be
 “ brought me from one of the cashiers of the
 “ Bank, of payment thereof as directed by act
 “ of parliament.”

Accountant
 Generals cer-
 tificate indorsed.

5820*l*.

“ J. ANGUISH.”

London

London, 11th August 1774.

Cashier's receipt
indorsed.

Received of *Richard Russell*, esq; the purchaser, pursuant to an act passed in the fourteenth of *George the Third*, 1774, intituled an act for vesting part of the freehold and leasehold estates devised by the will of *John Mit*, esq; deceased, in trustees, to sell the same, for discharging incumbrances, and for laying out the residue of the money arising by the sale in the purchase of other lands and hereditaments, to be settled in lieu thereof to the like uses, the sum of five thousand eight hundred and twenty pounds. which money is placed to the account of *Thomas Anguish*, esq; as accountant general of the Court of Chancery, and to the credit of the *ex parte*, *Richard Russell*, esq; the purchaser, in the books kept at the Bank, for the suitors of the said Court of Chancery. For the Governor and Company of the Bank of *England*.

5820*l*.

W. GARDNER.

Entered *J. Webb*.

The above written are two exact copies of the office copies of the original certificate and receipt filed in the Register Office, in the Court of Chancery, with the proper officers there, and examined with the said office copies, this ——— day of ——— 17—

A Con-

A Conveyance by Lease and Release of the seventh Part of a Freehold Estate directed by a Testator to be sold for the purpose of dividing the Monies arising by such Sale between several Persons, and an Assignment from the Grantor of his Share thereof.

No. V.

THIS INDENTURE, made the 10th day of December in the second year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France, and Ireland, king, defender of the Faith, &c. and in the year of our Lord 17—; between *Walter Clop* of New Kent County in the colony and dominion of *Virginia*, planter, of the one part; and *William Din* of the county of *Buckingham* in the said colony, merchant, of the other part. Whereas *Henry Ham*, late citizen and clothworker, of *London*, deceased, by his last will and testament in writing, duly executed, bearing date on or about the 27th day of *August*, which was in the year of our Lord 17— devised (amongst other things) his two freehold messuages or tenements, one of them situate in the *Strand*, and the other in *Holywell-street*, in the parish of *Saint Clement Danes*, in the county of *Middlesex*, in the kingdom of *Great Britain*, (one seventh part whereof, is herein after mentioned to be hereby released) unto his

A will recited whereby the testator gave a freehold estate unto his wife during life or widowhood and after her death or marriage unto her only child in fee, but if he died without issue to such persons as his wife should appoint and for want of appointment he directed that the estates should be sold, and the money arising thereby be dis-

tributed amongst
the children of
his wife's brother,
and the children of two
other persons.

his wife *Margaret Ham* during her widowhood, and from and after her death or marriage, unto his only child *William Ham* his heirs and assigns for ever; provided that if the said *William Ham* should happen to die, leaving no issue of his body lawfully begotten and living at his decease, then the said testator did will and order, that after the decease of his said wife *Margaret Ham* and son *William Ham*, the said messuages or tenements and premisses should be sold by such person or persons, as his said wife *Margaret Ham* by any writing in her life-time, or by her last will and testament in writing, should nominate and appoint, and for want of such nomination or appointment by the executors or administrators of his said wife, for the best price that could be got for the same, and the money which should arise by such sale, the said testator gave and ordered to be divided and paid by the person or persons who should make such sale equally unto and amongst the children of his wife's brother *William Clop* then living in *Virginia* in parts beyond the seas, and the children of *Edward Sav*, and of *Henry Sav* sons of his uncle *Edward Sav* then late of *Hanvill* in the county of *Essex*, deceased) share and share and share alike, and appointed the said *Margaret Ham*, sole executrix of his said will, who proved the same in the prerogative court of *Canterbury*. And whereas the said *Margaret Ham* died intestate, in the life-time of her said son *William Ham*,

The testator's
wife died in his
life-time intestate.

Ham, without making any appointment by whom the said premisses should be sold, and administration of her goods, chattels, and credits was duly granted by the said Prerogative Court of *Canterbury* to the said *William Ham*.

Administration granted to the son.

And whereas the said *William Ham* died without issue, in or about the month of *July*, which was in the year of our Lord 17—, and the said *William Clop* the said testator's wife's brother had four children then living, namely, *Robert Clop*, the said *Walter Clop*, party to these presents, and *Ann* and *Elizabeth Clop*, and the said *Edward Sav*, one of the sons of the said testator's uncle *Edward Sav* had three children then living, namely, *William*, *Richard* and *Hester Sav*; but the said *Henry Sav* the other son died a batchelor. And whereas the said *Walter Clop*, being desirous to dispose of the seventh part or share of the said messuages and premisses to which he is so entitled under the will of the said *Henry Ham*, deceased, the said *William Din* hath contracted with him for the purchase thereof, at and for the price or sum of fifteen pounds. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of fifteen pounds of lawful money of *Great Britain* by the said *William Din* to the said *Walter Clop* in hand at or before the sealing and delivery of these presents well and truly paid, in full for the absolute purchase of the seventh part of the messuages and premisses

The son died without issue, and 7 persons are now intitled.

One of the persons intitled to the 7th part of the said estate hath agreed to sell the same.

The consideration.

The convey-
ance.

Possession trans-
ferred.

The seventh
part of the par-
cells.

hereinafter mentioned to be hereby released and conveyed, the receipt whereof he the said *Walter Clop* doth hereby acknowledge, and thereof acquit, release, and for ever discharge the said *William Din*, his heirs, executors, and administrators for ever, by these presents, he the said *Walter Clop* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said *William Din* (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *Walter Clop* for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) his heirs and assigns one full undivided seventh part or share (the whole into seven equal parts to be divided) of and in all that messuage or tenement, with the yard behind the same, called or known by the name or sign of the *Cap and Feather*, now in the tenure or occupation of *Mr. Fulk* milliner, situate, standing, and being on the North side of the *Strand* in the said parish of *Saint Clement Danes* in the said county of *Middlesex*, being the third house Westward from *P. — Alley* and abutting East on a messuage or tenement

now

now in the occupation of *Mr. Hefack*, pefiwig-maker, West on a messuage or tenement, now in the occupation of *Mr. Wilkinfon* iffue plaifter-maker, and North on the messuage or tenement hereinafter mentioned to be in the occupation of *Mr. Welch*; and also of and in all that messuage or tenement, called or known by the name or sign of the *Black Lion*, now in the tenure or occupation of *Mr. Welch*, mercer, situate, standing, and being on the South side of *Holywell-street* in the said parish of *Saint Clement Danes*, being also the third house Westward from *P—— Alley* abutting East on a messuage or tenement now in the occupation of *Mr. Miller*, wooll-n draper, West on a messuage or tenement now in the occupation of *Mr. Hanks*, piece broker, and South on the messuages or tenements hereinbefore mentioned to be in the occupation of the said *Mrs. Fulk* and *Mr. Wilkinfon*, and of and in all cellars, follars, shops, warehouses, chambers, rooms, ways, passages, waters, watercourses, lights, easements, privileges, advantages, hereditaments, and appurtenances, whatsoever, to the said messuages or tenements hereditaments and premisses or either of them belonging or appertaining, or with them or either of them respectively used, occupied, possessed or enjoyed, or accepted, reputed, taken, or known as part, parcel, or member thereof, and the reversion and reversions, remainder and remain-

General words.

Habendum.

The assignment
of the grantor's
share of the
monies

to arise by the
sale of the
estates.

dors, yearly and other rents, issues, and profits of all and singular the said premisses, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, possession, property, claim, and demand whatsoever, of him the said *Walter Clop*, of, in, and to the same premisses, every or any part or parcel thereof. *To have and to hold* the said seventh part or share mentioned to be hereby released, of and in the said messuages or tenements, hereditaments and premisses, with their and every of their appurtenances, unto the said *William Din* and his heirs, to the only proper use and behoof of the said *William Din*, his heirs and assigns for ever. AND THIS INDENTURE FURTHER WITNESSETH, that the said *Walter Clop* for the considerations aforesaid, hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said *William Din*, his executors, administrators, and assigns, all the seventh part, share, and interest of him the said *Walter Clop*, of and in all and every the sum and sums of money to arise by sale of the said two messuages or tenements and premisses, and of every part and parcel thereof, and all the right, title, and interest whatsoever, of him the said *Walter Clop*, of, in, or to the said hereby assigned premisses, or any part thereof; To have, hold, perceive, receive, take, and enjoy the said seventh part mentioned to be hereby assigned of the

the said money and premises unto the said *William Din*, his executors, administrators, and assigns, to his and their own use, and as his and their own goods and chattels absolutely for ever. AND the said *Walter Clop* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree to and with the said *William Din*, his heirs and assigns in the manner following, (that is to say) that for and notwithstanding any act, matter or thing whatsoever, by him the said *Walter Clop* heretofore made, done, committed, or wittingly or willingly suffered to the contrary (he the said *Walter Clop* now is and standeth lawfully and rightfully seised of the said seventh part mentioned to be hereby released of the said messuages or tenements, hereditaments and premises, of a good sure lawful and indefeazable estate of inheritance in fee simple, without any manner of condition, contingent proviso, power of revocation, limitation of use or uses, or any other restraint, matter, or thing whatsoever, whereby to alter, change, charge, defeat, revoke, make void, or determine the same estate; And also for and notwithstanding any such act, matter, or thing, as aforesaid, now hath in himself good right, full power, and lawful and absolute authority to grant and convey the same, or the money to arise by sale thereof unto the said *William Din*, his heirs, executors, administrators, and assigns,

Covenant that the grantor is seised of the seventh part in fee,

hath right to convey.

The grantor
may peaceably
enjoy,

free from in-
cumbances.

A covenant for
further assur-
ances.

in manner aforesaid. *And further* that it shall and may be lawful to and for the said *William Din*, his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to have, hold, occupy, possess, and enjoy the said seventh part mentioned to be hereby released of and in the said messuages or tenements, and premises, and to receive and take the rents, issues, and profits thereof, without any let, suit, hindrance, interruption, or denial whatsoever, of or by the said *Walter Clop*, his heirs or assigns, or any other person or persons whomsoever, lawfully claiming or to claim any estate, right, title, trust, or interest, of, in, to, or out of the same or any part thereof, by, from, under, or in trust for him; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Walter Clop*, his heirs, executors, and administrators, well and sufficiently saved, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, assignments, jointures, dowers, (and particularly the dower of the wife of the said *Walter Clop*) uses, intails, rents, arrears of rent, statutes, recognizances, judgments, titles, charges, and incumbrances whatsoever, had, made, committed, done, or suffered by the said *Walter Clop*, or from, by, through, or with, his act, means, privity, or procurement. *And lastly*, That the said *Walter Clop* and his heirs, and all
and

and every other person and persons whatsoever, having, or lawfully claiming, or to claim, any estate, right, title, trust, or interest, of, in, to, or out of the said seventh part mentioned to be hereby released of the premises aforesaid, by, from, under, or in trust for him, shall and will, from time to time, and at all times hereafter, at the request, costs, and charges in the law, of the said *William Din*, his heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances, assignments, and assurances, in the law whatsoever, be the same by fine or fines, or other matter of record, or otherwise, for the further, better, more perfect, and absolute granting, conveying, assigning, and assuring the said seventh part mentioned to be hereby released and assigned, of the said messuages, or tenements, money and premises, unto, and to the use of the said *William Din*, his heirs, executors, administrators, and assigns, according to the true intent and meaning of these presents, as by the said *William Din*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, and required. **IN WITNESS, &c.**

I approve of this draft,

WM. RIVETT.

No. VI.

A Conveyance of a Freehold Estate by Lease and Release to several Persons in trust for a Corporation, with a Declaration of Trust from the Trustees; and an Assignment of a Term to a Trustee to attend the Inheritance.

THIS Indenture, of four parts, made the 25th day of *March*, in the 18th year of the reign of our sovereign lord *George the Third*, by the grace of God, of *Great Britain France and Ireland*, king, defender of the faith, &c. and in the year of our Lord 17—, between *Ann Thorne*, of *Sbarsted*, in the parish of *Doddington*, in the county of *Kent*, spinster, of the first part; *John Wigg*, of *Petit-lane*, in the parish of *Saint Botolph, Without Aldgate, London*, peruke-maker, administrator of all and singular the goods, chattels, rights, and credits, of *Mary Wigg*, late of *Warm* in the county of *Herts*, widow, deceased, (which said *Mary* was administratrix of the goods, chattels, and effects of *Richard White*, late of *Warm* aforesaid, gentleman, deceased) and also administrator of the goods, chattels, rights, and credits of the said *Richard White*, left unadministered by the said *Mary Wigg*, with the will of the said *Richard White* annexed, of the second part; *Joseph Part*, of *Hatton Garden*, in the county of *Middlesex*, ———, *Isaac Mat*, of *Bishopsgate Street, London*, ———, *John*

John Wall, of *Saint Martin's Lane*, in the said county of *Middlesex*, ———, *John Shield*, of *Newgate Street, London*, ———, and *William Mall*, of *Lotbury, London*, ———, of the third part; and *Walter Williams*, of ———, *London*, gentleman, of the fourth part: Whereas *William Law*, of *Sbarsted* aforesaid, esquire, was, during his life, and at the time of his decease, seised in his demesne as of fee, of and in the several pieces or parcels of ground, messuages, or tenements, and hereditaments hereinafter more particularly mentioned and described, and intended to be hereby granted and released, and being so seised, made, and published his last will and testament in writing, according to the form prescribed by the statute for rendering valid the devises of real estates, bearing date on or about the 30th day of *May*, in the year 17—, and thereby, amongst other things, gave unto his sister *Mary Thorn*, all and every his messuages, lands, tenements, out-houses, buildings, yards, gardens, backslides, hereditaments, and real estates, with their and every of their appurtenances whatsoever, situate, lying and being in the parish of *Saint* ———, *London*; And also all other his messuages, lands, tenements, hereditaments, and premises, with their and every of their appurtenances, situate, lying and being in the city of *London* aforesaid, to hold all and singular the said messuages or tenements, buildings, yards, gardens, lands, and premises

A will recited,
whereby the
grantor is intit-
led.

premisses last mentioned, with their and every of their appurtenances, to the said testator's sister *Mary Thorn*, and her assigns, for and during the term of her natural life; and from and immediately after her decease, gave and devised the aforesaid messuages, lands, tenements, out-houses, buildings, yards, back-sides, gardens, hereditaments, and appurtenances whatsoever, before mentioned, to be situate, lying, and being in the parish of *Saint ———, London*; And also all his, the said testator's, other messuages, lands, tenements, hereditaments, and premisses, with their appurtenances, situate, lying and being in the city of *London* aforesaid, unto his niece *Ann Thorn*, daughter of his said sister *Mary Thorn*, to hold to the said *Ann Thorn*, her heirs and assigns for ever, as in and by the said recited last will, duly proved in the proper ecclesiastical court, reference being thereunto had, will more fully appear. *And whereas* the said *Mary Thorn* departed this life on or about the 27th day of *July*, in the year of our Lord 17—. *And whereas* the said *Ann Thorn*, by virtue of the said recited will, being seised in her demesne as of fee, of and in the pieces or parcels of ground, messuages or tenements, and hereditaments hereinafter mentioned, or intended to be hereby granted and released, the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Sbiel*, and *William Mall*, have agreed with the said *Ann Thorn*, for the purchase of the said pieces

The purchase
money agreed
for.

pieces or parcels of ground, messuages or tenements and hereditaments, free from all incumbrances, at and for the price or sum of one thousand and two hundred pounds. Now THIS INDENTURE WITNESSETH, That for and in consideration of the sum of one thousand and two hundred pounds, of lawful money of *Great Britain*, to her the said *Ann Thorn*, by the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Shield*, and *William Mall*, at or before the sealing and delivery of these presents, in hand well and truly paid, the receipt of which said sum of one thousand and two hundred pounds, she the said *Ann Thorn* doth hereby acknowledge, and thereof, and of, and from every part thereof, doth acquit, release, and for ever discharge them the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and every of them, their respective executors, administrators, and assigns, by these presents, which said sum of one thousand and two hundred pounds, is the same sum of money as is mentioned to be the consideration of one indenture of bargain and sale, bearing even date herewith, and made between the same parties, and intended to be inrolled in the High Court of Chancery, she the said *Ann Thorn* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Shield*,
and

The consideration.

A bargain and sale inrolled.

The conveyance.

Possession transferred.

The parcels.

General words.

and *William Mall*, in their actual possession now being by virtue of a bargain and sale to them thereof made, by indenture bearing date the day next before the day of the date hereof, for one whole year, commencing from the day next before the day of the date thereof, in consideration of ten shillings therein mentioned, and by force of the statute for transferring uses into possession, and their heirs; all, &c. all which said premises are more particularly delineated and described in the plan or ground-plot hereto annexed: Together with all out-houses, edifices, buildings, erections, ways, paths, passages, lights, easements, waters, water-courses, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said premises belonging, or in any wise appertaining, or therewith used or enjoyed, or accepted, reputed, taken, or known as part, parcel, or member thereof; and the reversion, and reversions, remainder and remainders, rents, issues, and profits, of all and singular the same premises, and of every part thereof; and all the estate, right, title, interest, inheritance, use, trust, property, benefit, claim, and demand whatsoever, both at law and in equity, of her the said *Ann Thorn*, of, in, to, or out of the same premises, or any part or parcel thereof: together with all and every the deeds, evidences, and writings, which do touch or concern the said hereditaments and premises hereinbefore

inbefore mentioned, to be hereby granted and released, or intended so to be, or any part thereof, only, and not jointly, or together with any other lands, tenements, or hereditaments, of the said *Ann Thorn*, and which now are in her power or custody, or which she can come by without suit at law or in equity, with true copies of all such deeds, evidences, and writings as concern the said hereditaments and premisses, jointly or together with any other lands, tenements, or hereditaments of the said *Ann Thorn*, which copies, at their being severally first written and taken, shall be so written and taken respectively, at the proper costs and charges of the said *Ann Thorn*, her heirs, executors, or administrators; but all future copies to be taken at the proper costs and charges of the said *Joseph Part, Isaac Mat, John Wall, John Shield*, and *William Mall*, their heirs or assigns, To HAVE AND TO HOLD the said pieces or parcels of ground, messuages, or *tenements* and hereditaments, and all and singular other the premisses hereby granted and released, or mentioned or intended to be hereby granted and released, with their and every of their rights, members, and appurtenances unto the said *Joseph Part, Isaac Mat, John Wall, John Shield*, and *William Mall*, their heirs and assigns, to the only use and behoof of the said *Joseph Part, Isaac Mat, John Wall, John Shield*, and *William*

Habendum to the grantees in fee.

Not upon the
trusts herein af-
ter mentioned.

Covenant that
the grantor is
seised in fee,

William Mall, their heirs and assigns for ever.
But upon the several trusts nevertheless, and to
 and for the intents and purposes, and sub-
 ject to and under the several powers, pro-
 visos, declarations, and agreements herein-
 after expressed and declared, of and concern-
 ing the same; *And* the said *Ann Thorn*, for her-
 self, her heirs, executors, and administrators, doth
 covenant, promise, and grant, to and with the
 said *Joseph Part*, *Isaac Mat*, *John Wall*, *John*
Schild, and *William Mall*, by these presents, in
 manner following (that is to say) that for and
 notwithstanding any act, matter, or thing made,
 done, committed, or suffered by the said *Ann*
Thorn or *Mary Thorn*, her mother, deceased, or
 the said *William Law*, her late uncle, deceased,
 or any of their ancestors, or any other person or
 persons lawfully claiming or to claim, by, from,
 under, or in trust for them, or any of them,
 to the contrary, she the said *Ann Thorn*, at the
 time of the sealing and delivery of these pre-
 sents is lawfully and rightfully seised, of and
 in the said several pieces or parcels of ground,
 messuages, tenements, and hereditaments here-
 by granted and released, or intended so to be,
 with their and every of their rights, members,
 and appurtenances, of a good, sure, perfect,
 absolute, and indefeasible estate of inheritance
 in fee-simple, in possession, without any con-
 dition, proviso, limitation, or other matter or
 thing whatsoever, to alter, charge, change, defeat,
 revoke,

revoke, or incumber the same, (except as is hereinafter excepted); *And* that for and notwithstanding any such matter or thing as aforesaid, she the said *Ann Thorn* now hath in herself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, release, and confirm the said pieces or parcels of ground, messuages, or tenements, and hereditaments, with the rights, members, and appurtenances thereof, unto the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and their heirs, in manner and form aforesaid, according to the true intent and meaning of these presents (except as is hereinafter excepted); *And also* that they the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and assigns, shall and may from time to time and at all times hereafter peaceably and quietly have, hold, occupy, possess, and enjoy the said pieces or parcels of ground, messuages, tenements, hereditaments, and premisses, with their and every of their rights, members, and appurtenances, and the rents and profits thereof, take and receive to their own use, without the lawful let, suit, interruption, disturbance, claim, or demand whatsoever, of, from or by the said *Ann Thorn*, or any person or persons lawfully claiming or to claim, by, from, under, or in trust for her or them, or any of them, or from, by or under, or in trust for the said *Mary Thorn*,
and

hath power to convey.

The grantees may peaceably enjoy,

free from incumbrances.

Covenant for further assurances.

and *William Law*, deceased, or any or either of them (except as hereinafter excepted) And that free and clear, and freely and clearly, exonerated, acquitted, and discharged, of and from all former and other gifts, grants, jointures, dowers, and title of dower, entails, mortgages, judgments, extents, statutes, debts, titles, troubles, charges, and incumbrances whatsoever, had, made, committed, done, or suffered by her the said *Ann Thorn*, or the said *Mary Thorn*, deceased, or the said *William Law*, her late uncle, also deceased, or any of them, or any person or persons lawfully claiming or to claim, by, from, under, or in trust, for them or any of them, except such term of years as may be now vested in the said *John Wigg*, and which is hereinafter assigned unto the said *Walter Williams*, to attend the inheritance of the said premises comprised in the said term in trust, for the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and assigns. And also that she the said *Ann Thorn*, her heirs, executors, and administrators, and all and every other person and persons having or lawfully claiming any estate, right, title, interest or incumbrance, of, in, to, or out of the said pieces or parcels of ground, messuages, or tenements, hereditaments, and all and singular other the premises hereby granted or released, or intended to be granted and released, or any part thereof, by, from, under

under, or in trust for her, them, or any of them (except as is hereinbefore excepted) shall and will from time to time, and at all times hereafter, at the reasonable request, and at the proper costs and charges in the law of the said *Joseph Part, Isaac Mat, John Wall, John Shield,* and *William Mall*, their heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other acts, deeds, fines, recoveries, conveyances, and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, assuring, and confirming the same pieces or parcels of ground, messuages or tenements, hereditaments, and premisses, with their and every of their rights, members, and appurtenances unto the said *Joseph Part, Isaac Mat, John Wall, John Shield,* and *William Mall*, their heirs and assigns as aforesaid, as by the said *Joseph Part, Isaac Mat, John Wall, John Shield,* and *William Mall*, their heirs or assigns, their or any of their counsel learned in the law, shall be reasonably advised devised or required, so as such further or other conveyances and assurances contain in them, no further or other warranty or covenants, than against the person or persons, his her or their heirs, executors, administrators, or assigns, who shall make or do the same; and so as the party or parties who shall be

Covenant to
produce deeds.

requested to make and execute, such further or other conveyances and assurances, be not compelled or compellable, for the making or executing thereof, to go or travel from his, her, or their then respective dwellings, or places of abode; *And further* that she the said *Ann Thorn*, her heirs, executors, or administrators, shall and will from time to time, and at all times hereafter, at the request, costs, and charges, of the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Skield*, and *William Mall*, their heirs, executors, administrators, or assigns, (unless *bindered* or prevented by fire, or other inevitable accident) produce and shew forth, or cause or procure to be produced and shewn forth, in any court or courts of law or equity, or to any counsel or counsels, or otherwise, as occasion shall be and require, certain indentures of lease and release, bearing date respectively, the 5th and 6th days of *May*, which was in the year of our Lord 16— and made or mentioned to be made, between *William Law*, of *Sbarstead*, in the county of *Kent*, esquire, (afterwards Sir *William Law*, knight) of the one part; and Sir *Edward Bark*, of *Wainfleet St. Mary's* in the county of *Lincoln*, baronet; *James Hux*, of *Gray's Inn*, in the county of *Middlesex*, esquire, and *Dorcas Bark*, one of the sisters of the said Sir *Edward Bark*, of the other part; the better to evidence, maintain, prove, and defend the title of them the said

said Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall, and each and every of them, their, and each and every of their heirs and assigns, and of all other persons lawfully claiming, or to claim, from, by or under or in trust for them, or any or either of them respectively, of, in, to, or out of the said several pieces or parcels of ground, messuages, or tenements, hereditaments, and premisses hereby, or mentioned, or intended to be hereby granted and released, with their appurtenances, or of, in, to, or out of every or any part or parcel thereof; And in order to declare the trust of the said pieces or parcels of ground, messuages or tenements, hereditaments and premisses so purchased by and conveyed to the said Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall, their heirs and assigns as aforesaid; THIS INDENTURE FURTHER WITNESSETH, and it is hereby declared and agreed, by and between the said Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall, that they the said Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall, respectively, and their respective heirs and assigns, shall and will from time to time and at all times hereafter, stand seised and be possessed of, and interested in the said several hereditaments and premisses hereby granted and released, or intended so to be, Upon trust and to the intent and purpose to permit and

Declaration of trust from the grantees.

To permit the corporation to build upon the ground.

Original Precedents

suffer such and so many of the said messuages or tenements to be pulled down, and such other buildings to be erected and built at the costs and charges of the company of S—— in *London*, upon such part of the said premisses, as the master, wardens, and court of assistants of the said company, for the time being shall think proper to be appropriated for that purpose, and to be erected and built thereupon.

The trustees to demise the ground according to the directions of the company,

AND UPON FURTHER TRUST, that they the said *Joseph Part, Isaac Mat, John Wall, John Shield,* and *William Mall*, their respective heirs and assigns shall and will make such demises, or under-leases of all or any part of the said hereditaments and premisses, to such person or persons, and upon such terms, conditions, and restrictions, as the said master, wardens, and court of assistants, for the time being, shall order or direct, and also shall and will pay, apply, and dispose of all and singular the rents, issues, annual and other profits, which shall arise from the said premises, or any part thereof, and be received by the said *Joseph Part, Isaac Mat, John Wall, John Shield,* and *William Mall*, their heirs or assigns, unto such person or persons, and for such intents and purposes as the said master, wardens, and court of assistants of the said company, for the time being, shall order, direct, or appoint, and to, for or upon no other trust, intent, or purpose whatsoever; And it is hereby further declared

and to apply the rents according to their direction.

declared and agreed, by and between all the said parties to these presents, that when, and so often as any of them the said *Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall*, or any future trustees, to be chosen as hereinafter is mentioned, shall happen to die, the survivors and survivor of them, and the heirs and assigns of such survivor, shall within the space of one year next after the death or deaths of any of them the said *Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall*, or of such new trustee or trustees as shall be appointed in manner hereinafter mentioned, convey the said pieoes or parcels of ground, messuages, or tenements, hereditaments, and premisses, to two persons, and their heirs, to the use of the surviving trustees, and of the like number of trustees as shall so happen to die, to be nominated by the said master, wardens, and assistants, for the time being, in the stead of him or them so dying, and that in case the said master, wardens, and court of assistants of the said company for the time being, shall so neglect to nominate a trustee or trustees, for the purposes aforesaid, for the space of twelve calendar months next after any such trustee or trustees shall so die, then and in such case the surviving trustee or trustees shall within the space of six months next ensuing the expiration of the said twelve months, convey the premisses hereby vested in him or them, to

In case of the death of any of the trustees the present are to convey to new trustees to be appointed by the company, and in case the company neglect to appoint a new trustee or trustees, the surviving are within a limited time to convey to others.

A building lease
from an ancestor
through whom
the grantor is
intituled recited.

two persons and their heirs, to the use of themselves, and of such other persons as they shall think fit (in the place or places of him or them so dying, in order to compleat the number of the said trustees) and their heirs; upon the same trusts as are hereby before declared, touching the same premisses: *And whereas* by indenture bearing date on or about the 25th day of *May*, in the year of our Lord 17— (and hereinbefore extepted) and made or mentioned to be made, between the said *William Law*, of the one part; and *Francis Hatt*, citizen and carpenter, of *London*, of the other part; Reciting that by certain articles of agreement, bearing date on or about the 23d day of *December* in the year of our Lord 17— the said *William Law* did covenant and agree that the said *William Law*, his heirs or assigns, should on or before the 4th day of *June* then next, in case the messuage or tenement then falling down, and therein mentioned, and covenanted to be built by the said *Francis Hatt*, should be re-built, grant one or more good and effectual lease and demise, or leases and demises of the several messuages and parcels of ground therein, or herein before particularly mentioned and described, with their appurtenances, unto the said *Francis Hatt*, his executors, administrators, and assigns, for the term of seventy-one years, to be computed from the 25th day of *December* next, ensuing the date of the said articles; And also reciting

reciting in the said indenture of the 25th day of May 17—, that since the execution of the said articles, the said *Francis Hatt*, had erected two messuages, whereon a ruinous house then before stood, and had laid out two hundred pounds therein. It was witnessed that the said *William Law*, in part performance of the said recited articles of agreement did demise to the said *Francis Hatt*, his executors, administrators, and assigns, the said two new built messuages and premisses, to hold from the birth of our Lord Christ then last past, for the term of seventy-one years, at, under, and subject to the rents and covenants therein mentioned.

And whereas by mesne assignments or other assurances in the law, the said *Richard White* deceased, became intitled not only to the legal estate and interest of and in the said messuages and premisses comprised in the said hereinbefore in part recited indenture of lease, but also to the equitable estate and interest, and all other the right and title of the said *Francis Hatt*, of, and in the residue of the said hereditaments and premisses, comprised in the said recited articles of agreement, and not included in the said recited indenture of lease, for all the residue of the said term of seventy-one years then to come and unexpired. *And whereas* the said *Richard White* hath long since departed this life, having before his death duly made and published his last will and testament in

Such lease became vested in a person who died,

having appointed an executrix.

Such lease now
vested in a party
hereto by virtue
of letters of ad-
ministration,

writing, bearing date on or about the 6th day of *July* in the year of our Lord 17—, and thereby appointed the said *Mary Wigg* sole executrix thereof, who duly proved the same in the proper ecclesiastical court, and thereby became entitled to the premisses comprized in the said articles of agreement and lease, for all the residue then to come and unexpired of the said term of seventy-one years. *And whereas* the said *Mary Wigg* hath also departed this life, intestate, and administration of all and singular the goods, chattels, rights, and credits, of the said *Mary Wigg*, deceased, and also administration of all and singular the goods, chattels, rights, and credits of the said *Richard White*, left unadministered by the said *Mary Wigg*, with the will of the said *Richard White* annexed, have been granted by the Prerogative Court of the Archbishop of *Canterbury*, unto the said *John Wigg*, whereby the said pieces or parcels of ground, hereditaments, and premisses, hereinbefore mentioned to be hereby granted and released, are become legally vested in the said *John Wigg*, for all the residue of the said term of seventy-one years yet to come and unexpired, as in and by the said hereinbefore in part recited indenture of lease, articles of agreement and other instruments and writings, reference being thereunto respectively had, may more fully appear. *And whereas*, it was upon the treaty for the purchase of the fee-simple and inherit-

It was agreed up-
on the purchase
of the premisses,
that such lease

inheritance of the said several pieces or parcels of ground, messuages or tenements, hereditaments, and premisses hereinbefore granted and released, agreed by and between the said *Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall, and Ann Thorn*, that the said term of seventy-one years, should be assigned to a trustee to be nominated by the said *Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall*, in trust to attend the inheritance of the said premisses, and to protect the same from all mesne and intervening charges and incumbrances. NOW THEREFORE THIS INDENTURE FURTHER WITNESSETH, That for the consideration aforesaid, and for and in consideration of the sum of twenty pounds of lawful money of *Great Britain*, to the said *John Wigg*, heretofore well and truly paid by the said *Ann Thorn*, the receipt whereof he the said *John Wigg* doth hereby acknowledge, and thereof, and of, and from, every part thereof, doth acquit, release, and discharge, the said *Ann Thorn*, her heirs, executors, administrators, and assigns, and every of them, by these presents; and also for and in consideration of the sum of ten shillings of like lawful money, to the said *John Wigg*, by the said *Walter Williams*, at or immediately before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, he the said *John Wigg*, (at the request, and by the direction of the

should be assigned to a trustee to attend the inheritance.

The assignment thereof.

the said *Ann Tborn*, and at the nomination, and by the appointment of the said *Joseph Part*, *Isaac Mat*, *John Wall*, *John Skield*, and *William Mall*, (testified by their being parties to and sealing and delivering these presents) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over, unto the said *Walter Williams*, the said several pieces or parcels of ground, messuages or tenements and hereditaments hereinbefore mentioned to be hereby granted and released, and all and singular other the premises hereinbefore mentioned, and described and comprised, or agreed to be comprised in the said term of seventy-one years, with their and every of their appurtenances, and all the estate, right, title, interest, term and terms of years yet to come and unexpired, property, possession, benefit, trust, claim, and demand whatsoever, both at law and in equity, of the said *John Wigg*, of, in, to, or out of the said premises, or any part thereof, To have and to hold the said pieces or parcels of ground, messuages or tenements, hereditaments, and all and singular other the premises hereinbefore assigned, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said *Walter Williams*, his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of seventy-one years, yet
to

Hobson.

to come and unexpired; in trust, nevertheless, for the said *Joseph Part, Isaac Mat, John Wall, John Shield, and William Mall*, and their heirs, and to attend and be subservient to the reversion, freehold, and inheritance of the premises comprized in the said term, in order to protect and preserve the same from all mesne and intervening charges and incumbrances. AND the said *John Wigg*, for himself, his heirs, executors, and administrators, doth hereby covenant, promise and agree to and with the said *Walter Williams*, his executors, administrators, and assigns, that he the said *John Wigg* hath not at any time heretofore made, done, or committed, or caused or procured to be made, done, or committed any act, matter, or thing whatsoever, whereby, or by means whereof, the said several pieces or parcels of ground, messuages or tenements and premises, hereby assigned, or mentioned, or intended so to be, or any of them, or any part or parcel thereof, is, are, can, shall, or may be impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever. IN WITNESS, &c.

Covenant from the assignor that he hath done no act to incumber.

I have perused, and do approve of
this draught,

J. H.

A Con-

*A Release of a Legacy and of all other claims
under a Will.*

No. VII.

“ Qu. If the
“ other executor
“ of Francis
“ Whig, should
“ join in this
“ release ? ”

Not necessary.

A will recited,
whereby the tes-
tator gave the
residue of his
personal estate
unto his execu-
tors, upon trust,
for seven young-
er children.

TO all to whom these presents shall come,
Susannah Whig, of the parish of *Saint Bo-*
tolph, *Without Bishopsgate*, *London*, widow,
(relict of *Francis Whig*, late of *Newington Green*,
in the parish of *Islington*, in the county of *Mid-*
dlesex, gentleman, deceased), sendeth greeting :
Whereas John Whig, late of *Selbourn* in the
county of *Southampton*, esquire, deceased, by
his last will and testament, in writing, bearing
date on or about the 10th day of *August* in the
year 17—, gave and devised unto his executors
thereinafter named, their heirs, executors, ad-
ministrators, and assigns, all the rest of his
estate, both real and personal, after payment of
his debts and the legacies given thereby, upon
trust, to employ, bestow, and dispose, of the
same, to and for the only use and benefit of his
seven younger children, in equal shares, as
near as might be, taking into the account what
he had advanced to any of them in their educa-
tion, or otherwise, and appointed his four sons,
Gilbert Whig, *Thomas Whig*, *Benjamin Whig*,
and *Henry Whig*, and his, the said testator's
daughter, *Rebecca Whig* so long as she continued
unmarried, executors of his said will, which
hath been since duly proved in the proper ec-
clesiastical court, by the said *Thomas*, *Benjamin*,
and

and *Henry Whig*, three of the said executors :
And whereas the said *Francis Whig*, one of the younger children of the said *John Whig*, is since dead, and by his last will and testament in writing, bearing date on or about the third day of *September* in the year 17—, gave to his wife the said *Susannab Whig*, party hereto, and her brother *Francis Bull*, their heirs, executors, and administrators, all his share and proportion of, and in all the estate and effects whatsoever, which he was any ways intitled to by virtue of and under the will of his late father, *John Whig*, esquire, deceased, or which he was any other ways intitled to have and receive out of his said father's estate, in trust, to place the same in government or other securities, and directed his said wife should receive the interest thereof for her life, and apply the same for and towards her maintenance, and the maintenance and education of his children by her, in equal shares, and after her decease, that the said principal money should be paid to his child or children by her in equal shares, at their respective ages of twenty-one years ; but if all such children should happen to die before any of them should attain the said age, then the said *Francis Whig* gave the whole of the said principal money to his said wife, her executors, administrators, and assigns to be at her and their own disposal, and appointed his said wife, and the said *Francis Bull* executrixes of his said will, and they have duly

One of the children died, having made a will whereby he gave unto executors all his share, under his father's will, upon trust to place the same in the funds for the benefit of his children ;

and in case of the childrens death, for his wife.

His children.

What monies
the children re-
spectively re-
ceived.

Part of the
father's es-
tate cannot be
got in and the
widow hath
agreed to accept
a sum of money
from the exe-
cutors in dis-
charge of all
claims.

The considera-
tion.

duly proved the same in the proper ecclesiastical court. *And whereas* the said *Francis* had issue by his said wife a daughter and only child born a few days before his decease who is since dead ; *And whereas* the said *John Wbig* in his life-time advanced several sums of money to each of his children towards their preferment in the world and particularly the sum of four hundred and eighty-eight pounds, fourteen shillings and three pence to his son the said *Francis Wbig*. *And whereas* the said *Francis Wbig* in his life-time, and the said *Susannab Wbig* since his decease, have had and received of the executors of the said *John Wbig* several sums of money amounting together to the sum of one hundred and thirty-five pounds, eleven shillings in part of the said *Francis Wbig's* share of his late father's estate. *And whereas* part of the estate of the said *John Wbig* cannot soon be got in, and therefore the said *Susannab Wbig* hath agreed with the executors of the said *John Wbig* to take and accept the sum of two hundred pounds over and besides the said sum of one hundred and thirty-five pounds eleven shillings already received by her and her late husband as aforesaid, in full of all claims, and demands out of the said estate of the said *John Wbig* deceased. NOW THEREFORE WITNESS these presents, that as well for and in consideration of the said sum of one hundred and thirty-five pounds and eleven shillings so received

received by the said *Francis Whig* and *Susannab* his widow as aforesaid, the payment whereof, she the said *Susannab Whig* doth hereby acknowledge, as also for and in consideration of the sum of two hundred pounds of lawful money of *Great Britain*, to her the said *Susannab Whig* in hand paid by the said *Thomas Whig*, *Benjamin Whig*, and *Henry Whig* the acting executors of the said *John Whig* at and before the sealing and delivery of these presents in full satisfaction and discharge of and for the part and share of the estate and effects of the said *John Whig* devised by his said will to her late husband the said *Francis Whig* as aforesaid, the receipt whereof she the said *Susannab Whig*, doth hereby acknowledge, and thereof acquit release, and for ever discharge the said executors, and also the estate of the said *John Whig* she the said *Susannab Whig*, hath remised, released, and for ever quit claimed, and by these presents, doth fully and absolutely remise, release, and for ever quit claim unto the said *Thomas Whig*, *Benjamin Whig*, and *Henry Whig*, their heirs, executors, and administrators, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings obligatory, notes, accounts, reckonings, legacies, sum and sums of money, claims and demands, whatsoever, which she the said *Susannab Whig* now hath, or her heirs, executors, or administrators, can or may have or claim against the said

The release.

Original Precedents

said *Thomas Wbig*, *Benjamin Wbig*, and *Henry Wbig*, or any of them, their or any of their heirs, executors, or administrators, or the representatives of the said *John Wbig*, deceased, from or out of his estate and effects, for or by reason or means of any devise or bequest in the will of the said *John Wbig* to or in favour of his son the said *Francis Wbig*, deceased, or for or by reason or means of any matter or thing whatsoever, touching or concerning, or in any wise relating to the said will, or the estate and effects of the said *John Wbig*, deceased, or on any other account whatsoever, from the beginning of the world to the day of the date of these presents. IN WITNESS whereof the said *Susannab Wbig* hath hereunto set her hand and seal this ——— day of ——— in the ——— year of the reign of our sovereign lord *George* the third, by, &c. and in the year of our Lord 17—.

I approve of this draft.

WM. RIVET.

A Cm—.

A Conveyance in Fee, by Lease and Release, from an Heir at Law to a Devise, in order to confirm a defective Devise.

No. VIII.

THIS INDENTURE made, &c. between *James Rich*, of the Parish of *Egham*, in the County of *Surry*, Gent. grandson and heir of *Joseph Rich*, late Citizen and Apothecary, of *London*, deceased, of the one part, and *Elizabeth Rich*, of *Egham* aforesaid, Spinster, grand-daughter of the said *Joseph Rich*, and sister of the said *James Rich*, of the other part. WHEREAS by indentures of lease and release, the lease bearing date the 3d, and the release the 4th day of *August* 17—, the release being tripartite, and made between the said *Joseph Rich* and *Elizabeth* his wife (since deceased), of the first part, *William Smith* of *Allresford*, in the County of *Southampton*, Gent. and *James Rich*, sen. Citizen and Ironmonger of *London*, of the second part, and *Thomas Harris*, Citizen and Soapmaker of *London*, and *James Rich*, jun. Citizen and Ironmonger of *London*, of the third part: The said *Joseph Rich*, as well in pursuance of certain articles of agreement, tripartite, bearing date the 4th day of *February* 1698, made previous to his marriage with the said *Elizabeth* his wife, between the said *Joseph Rich*, of the first part; the said *Elizabeth* his wife, by

Conveyance by lease and release,

The husband's
will recited,
whereby he
gave to his
grandson one
freehold estate,

to his grand-
daughter the
estate hereby
conveyed.

The residue of
his personal
estate he gave
to his daughter
in law, but af-
ter her to be di-
vided between
her grandson
and grand-
daughter,

She is intitled to
the 120l.
W. R.

and appointed
his daughter in
law executrix.

The parties be-
ing satisfied
that the testa-
tor meant to
give an estate
in fee simple to
his grand-
daughter, and

the said *Joseph Rich*, by his last will and testa-
ment in writing duly executed, bearing date
the 15th day of *September*, 17—, did give and
bequeath unto his grandson *, *James Rich*, party
hereto, all his manor of ——— in the parish of
——— aforesaid, together with all his freehold
lands adjoining, without any deduction, and
gave to his grand daughter, the said *Elizabeth
Rich*, party hereto, all that his freehold estate
and house in *B———street*, in the parish of
Saint Martin in the Fields, then leased out to
the Rev. Dr. *William Geekie*, being the pre-
misses herein after mentioned, to be hereby
granted and confirmed, and gave the residue of
his estate to his daughter in law *Mary Rich*,
mother of the said *James* and *Elizabeth Rich*,
but after her to be divided between the said
James and *Elizabeth Rich*, and appointed the
said *Margaret Rich* sole executrix thereof, as by
the same will duly proved by the said executrix
in the Prerogative Court of Canterbury (rela-
tion being thereto had) may appear. And
whereas the said parties to these presents being
fully satisfied that the said testator intended by
his will to give the said house in *B———street*,
to the said *Elizabeth Rich* in Fee Simple, and to
give the said one hundred and twenty pounds
charged upon the said premisses at *D———*

* He takes in tail under the settlement, and the remainder in fee is
devolved over.

by the said indenture of release, to the said *James Rich* absolutely, that the same might sink in the estate, although not properly expressed therein; they the said parties have mutually agreed to carry the said testator's intentions into execution. *Now therefore this indenture witnesseth*, That for vesting the premises herein after mentioned to be bargained and sold in the said *Elizabeth Rich* and her heirs, pursuant to the said testator's intentions; *and for and in consideration that the said Elizabeth Rich hath by deed — poll, bearing even date herewith, released to the said James Rich the moiety or half part of the said sum of one hundred and twenty pounds charged by the said recited indenture of release upon the premises as ————— as aforesaid, which she will be entitled to under the said testator's will after the decease of her mother the aforesaid Mary Rich,* and for and in consideration of the sum of five shillings of lawful money of *Great Britain*, to the said *James Rich* in hand, paid by the said *Elizabeth Rich* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; He the said *James Rich* hath granted, bargained, sold, released and confirmed; and by these presents doth grant, bargain, sell, release and confirm unto the said *Elizabeth Rich*, (in her actual possession now being by virtue of the said recited will) her heirs and assigns, all that messuage or tenement, situate, standing and being on the West side of

to give the money charged upon his other estate to his grandson absolutely, that it might sink in the estate, have agreed to carry the testator's intent into execution.

for vesting the premises in the grand-daughter,

and other considerations.

This release will not make his estate an absolute fee, the less remainder being devised from him.

The Conveyance.

B———street, York Buildings, in the parish of *Saint Martin in the Fields*, in the county of *Middlesex*, being the fifth house from *Duke-street*, Southward; and also all that additional building adjoining to the back part of the said messuage or tenement, part of which said building is two stories, and the other part three stories high, and is covered with lead, and railed round at the top of each of the said stories, together with the yard behind the same, with the vaults under the said yard, and one other vault under part of the said street, which said messuage or tenement, yard and premisses doth abut North upon a messuage now in the tenure or occupation of ——— *Murray*, staymaker, South, on a messuage or tenement now in the tenure or occupation of *Mr. Alexander Steward*, wine-merchant, and West on a messuage or tenement now in the tenure or occupation of *Capt. Inſon*, and were heretofore in the tenure or occupation of *William Geekie*, Dr. of Divinity, afterwards of Colonel *Whitmore*, and now are in the tenure or occupation of *Christopher Doyly*, Esq. his undertenants or assigns, together also with the free use and liberty of the terrace walk and water gate, next the river of *Thames*, to be used in common with the rest of the inhabitants there, who contribute towards repairing and amending the same, and all cellars, rooms, chambers, yards, lights, easements, ways, passages, watercourses, profits, commodities and appurtenances whatsoever to the said messuage

or

General words.

or tenement, yard and premisses belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders of all and singular the said premisses, and all the estate, right, title, interest, use, trust, property, benefit, claim and demand whatsoever, legal and equitable of him the said *James Rich*, of, in and to the said premisses, and every part and parcel thereof TO HAVE AND TO HOLD the said messuage or tenement, yard and premisses hereby granted, released and confirmed, or meant, mentioned, or intended so to be, with their and every of their appurtenances, unto the said *Elizabeth Rich* and her heirs, to the only proper use and behoof of her the said *Elizabeth Rich*, her heirs and assigns for ever. IN WITNESS, &c.

Habendum.

I approve of this draft,

WM. RIVET.

A Conveyance of Freehold Premises from a Mortgagor, a Mortgagee, and a Person formerly intitled to the Inheritance, by Deeds of Lease and Release.

No. IX.

THIS INDENTURE QUADRIpartite made, &c. between *George Brown* of the Parish of *St. Benedict*, commonly called *St. Bennet Fink*, London, broker, of the first part, *Samuel Tuck* of the Parish of *St. Giles, Cripplegate*,

4 M 4

London,

A Conveyance
from the repre-
sentatives of a
mortgagee at
the request of
the mortgagor,
by deed of lease
and release to a
party hereto,

London, Esq. of the second part ; *William Wyndham*, of ———, the only surviving son and heir of *William Wyndham*, late of *Goodman's Fields*, in the County of *Middlesex*, mariner, deceased, and *Mercie*, the wife of the said *William Wyndham*, and daughter of the said *Samuel Tuck*, of the third part ; and *John Cock*, of the Royal Hospital at *Greenwich*, in the county of *Kent*, ———, of the fourth part. Whereas by indentures of lease and release, bearing date respectively the 17th and 18th days of *March* last past before the date hereof, the release being tripartite, and made, or mentioned to be made, between *Frances Batt*, of *Horsleydown*, in the county of *Surry*, widow and executrix named in the last will and testament of *Henry Batt*, late of *London*, merchant, deceased, and *Henry Batt*, of *London*, merchant, only son and heir at law of the said *Henry Batt*, deceased, by the said *Frances* his wife, and executor, named in the said will of his said late father of the first part, the said *Samuel Tuck* of the second part, and the said *George Brown* of the third part, in consideration of the sum of six hundred pounds to the said *Henry Batt*, party thereto, in hand paid by the said *George Brown*, with the consent of the said *Frances Batt*, and at the request and by the direction and appointment of the said *Samuel Tuck* (testified as therein mentioned) in full of all principal money, interest and costs due, owing or payable,

on

on a mortgage in fee then before made by the said *William Wyndham* to the said *Henry Batt*, deceased, of the premises herein after mentioned, for securing the principal sum of six hundred pounds and interest, and for other the considerations therein mentioned, they the said *Frances Batt* and *Henry Batt*, party thereto, did, at the request, and by the direction and appointment of the said *Samuel Tuck*, testified as aforesaid, grant, release, and convey, and the said *Samuel Tuck* did ratify and confirm unto the said *George Brown* the messuages or tenements and hereditaments herein after mentioned, to be hereby granted and released, TO HOLD the same unto and to the use of the said *George Brown*, his heirs and assigns for ever; subject nevertheless to such redemption by the said *Samuel Tuck* as was mentioned and contained in a certain indenture of defeazance, bearing even date with the said indenture of release, and made between the said *George Brown* of the one part, and the said *Samuel Tuck* of the other part. *And whereas* by the said indenture of defeazance it is declared and agreed by and between the said parties thereto, and the said *George Brown* did thereby covenant, promise and agree, with the said *Samuel Tuck*, that the said premises were so conveyed to him upon trust within three months then next, to sell and dispose thereof, together or in parcels, by public sale or auction for the best price that could be reasonably gotten

subject to the redemption mentioned in an indenture of defeazance.

The indenture of defeazance recited, whereby it is declared that the premises were so conveyed upon trust to be sold by public auction, that the grantee might deduct out of the purchase money the sum of £600. and costs, and pay the surplus over to the party entitled so to redeem.

The Convey-
ance,

Possession trans-
ferred.

The parcels.

and appointment of the said *Samuel Tuck* and *William Wyndham* (testified as aforesaid) hath granted, bargained, sold, aliened, releaséd and confirmed; and the said *Samuel Tuck* and *William Wyndham* have, and each of them hath granted, ratified and confirmed, and by these presents the said *George Brown* doth grant, bargain, sell, alien, release and confirm; and the said *Samuel Tuck* and *William Wyndham* do, and each of them doth, grant, ratify and confirm unto the said *John Cock* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *George Brown* and *Samuel Tuck* for five shillings consideration, by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) his heirs and assigns ALL that piece or parcel of ground, situate, lying and being in *East Greenwich* aforesaid, through which runs from East to West the street or lane called *Brewhouse-lane*, and from North to South the street or court called *Cumber-court*, abutting North on the river of *Thames*, West on *Billingsgate Dock*, South partly on houses belonging to — *Rogers*, and partly on the street or road leading to *Billingsgate Dock* aforesaid, and East partly on a yard and stables belonging to the said *John Cock*, now in
the

the possession of ——— *Field*, and partly on ground and premisses in the possession of *Andrew Johnson*, and all those twenty-two messuages or tenements, and three sheds, standing and being on the said piece or parcel of ground, eighteen of which said messuages or tenements now are, or late were, in the several tenures or occupations of *John Lever*, *James Kittlin*, *Joseph Goldsmith*, *Joseph Ball*, ——— *Leach*, *William Damm*, *James Franklin*, *Richard Morris*, *William Mc Gill*, *William Brading*, *George Smith*, *Matthew Beach*, *John Pay*, *John Williams*, *Robert-Kelly*, *Henry Ostraw*, *Mary Fryer*, and *Gelder Stebbins*, and the other four are now empty, and the said sheds are now in the several tenures or occupations of *Joseph Goldsmith*, *Andrew Johnson*, and *Samuel Terry*, which said piece or parcel of ground, messuages or tenements, sheds, hereditaments, and premisses, were formerly purchased by the said *William Wyndham*, deceased, of and from *John Wood* and *Ann* his wife, and *Robert Davids*, and were by the said *William Wyndham* sold and conveyed to the said *Samuel Tuck*, subject to the said mortgage of the said *Henry Batt*, deceased. And all other the messuages or tenements, ground hereditaments, and premisses, whatsoever, which by the said recited indentures of lease and release were mentioned or intended to be granted and conveyed unto and to the use of the said *George Brown*, and his heirs as aforesaid; and all houses, outhouses, sheds, buildings, yards,

General words.

yards, gardens, ways, paths, passages, waters, water-courses, pumps, sinks, privies, pails, fences, lights, casements, profits, commodities, hereditaments, and appurtenances whatsoever, to the said piece or parcel of ground, messuages, or tenements, and premises, mentioned to be hereby granted and released, or any of them belonging or in any wise appertaining or, to, or with the same, now or at any time heretofore used, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, or appurtenant thereunto; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said premises, and of every part and parcel thereof; and all the estate, right, title, interest, use, trust, claim, and demand whatsoever, of them the said *George Brown*, *Samuel Tuck*, and *William Wyndham*, any or either of them, of, in, and to the same premises, every or any part or parcel thereof; and also all deeds, writings, evidences, escripts, and muniments, touching or in any wise concerning the said premises, or any part thereof, which the said *George Brown*, *Samuel Tuck*, and *William Wyndham*, or any or either of them now have, or hath, in their or any or either of their custody, power, or possession, or may or can come by, without suit at law or in equity TO HAVE AND TO HOLD the said piece or parcel of ground, messuages, or tenements, sheds, hereditaments, and premises, mentioned to be hereby granted and

Habendum.

and released, with their and every of their rights, members, and appurtenances, unto the said *John Cock*, his heirs and assigns, to the only proper use and behoof of the said *John Cock*, his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever; *And for* extinguishing the dower and title to dower of the said *Mercie*, the wife of the said *William Wyndham*, of, in, or to the said premisses mentioned, to be hereby granted and released, and *for the better and more effectual conveying* and assuring the same unto, and to the use of the said *John Cock* and his heirs, the said *William Wyndham*, for himself, his heirs, executors and administrators; and for the said *Mercie*, his wife doth hereby covenant and agree to and with the said *John Cock* and his heirs, that they the said *William Wyndham*, and *Mercie* his wife, shall and will at the proper costs and charges of the said *Samuel Tuck*, his heirs or assigns, as of Trinity term last past, Michaelmas term next, or of some other subsequent term, in due form of law acknowledge and levy before the Justices of of his Majesty's Court of Common Pleas at *Westminster*, unto the said *John Cock* and his heirs, one fine *Sur consens de Droit comecees*, &c. to be engrossed, recorded, and sued forth with proclamations according to the form of the statute in that case made and provided, and the common course of fines with proclamations, for assurance of lands, in such cases used, of all and singular the said premisses mentioned to be hereby granted
and

Covenant to levy
a fine.

The uses thereof
declared.

and released, with their appurtenances, by such descriptions as will effectually comprize the same, and shall be thought fit and convenient; and it is hereby declared and agreed by and between the said parties to these presents, that as well the said fine so as aforesaid, or in any other manner to be had and levied, as also all and every other fine and fines, common recovery and recoveries, conveyances and assurances, already had, made, levied, suffered, or executed, or hereafter to be had, made, levied, suffered, or executed, of the said premises, or any part thereof, shall from and after the perfecting thereof be and enure, and shall be construed, deemed, adjudged, and taken, to be and enure, and is and are hereby declared to have been at the time of the making, levying, suffering, and executing thereof, meant and intended to be and enure, to the use and behoof of the said *John Cock*, his heirs and assigns, and to and for no other use, intent, or purpose whatsoever. And the said *George Brown* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *John Cock*, his heirs and assigns, that he the said *George Brown* hath not any time heretofore made, done, committed, or wittingly or willingly suffered any act, matter, or thing, whatsoever, whereby, or by means whereof, the said piece or parcel of ground, messuages, or tenements, hereditaments, and premises, mentioned to be hereby released,

Covenant from
the grantee in
the first recited
deed, that he has
done no act to
incumber.

or any part thereof, are, is, or may be im-
peached or incumbered, in title, charge, estate,
or otherwise howsoever: *And* the said *Samuel
Tuck*, for himself, his heirs, executors, and ad-
ministrators, doth covenant, promise, and grant
to and with the said *John Cock*, his heirs and
assigns, by these presents, in the manner follow-
ing, (that is to say) that (for and notwithstanding
any act, matter, or thing, by him the said *Samuel
Tuck* heretofore done, or wittingly or willingly
suffered to the contrary), they the said *Samuel
Tuck*, *George Brown*, and *William Wyndham*, some
or one of them, are or is lawfully and rightfully
seized of the said piece or parcel of ground, mes-
suages, or tenements, hereditaments, and premis-
ses, herein before mentioned to be hereby
granted and released, with their and every of
their appurtenances of a good, sure, lawful, ab-
solute, and indefeazable estate of inheritance, in
fee simple, without any manner of condition, con-
tingent proviso, power of limitation, of new or
other use or uses; or any other restraint, matter,
or thing, whatsoever, to alter, change, charge,
defeat, revoke, make void, or determine the
same: *And also* that (for and notwithstanding any
such act, matter, or thing, as aforesaid) they the
said *Samuel Tuck*, *George Brown*, and *William
Wyndham*, some or one of them, now have or
hath in themselves or himself, good right, full
power, and lawful and absolute authority to
grant, release, and convey, all and singular the

Covenant that
the granting par-
ties are seized.

Have right to
convey.

Covenant for
peaceable enjoy-
ment.

Free from in-
cumbrances.

premisses mentioned to be hereby granted and released, with their appurtenances unto, and to the use of the said *John Cock*, his heirs, and assigns, in the manner aforesaid: *And further*, that it shall and may be lawful to and for the said *John Cock*, his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to have, hold, occupy, possess, and enjoy the said piece or parcel of ground, messuages, or tenements, hereditaments, and premisses, hereinbefore mentioned, to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances; and to receive and take the rents, issues, and profits thereof to and for his and their own use and benefit, without any let, suit, hindrance, interruption, or denial whatsoever of or by the said *Samuel Tuck*, his heirs or assigns; or of or by any other person or persons lawfully claiming, or who shall or may claim any estate, right, title, trust, or interest, of, in, to, or out of the same premisses or any part thereof, by, from, under, or in trust for him: *And* that free and clear, and freely and clearly, acquitted, freed and discharged, or otherwise, by the said *Samuel Tuck*, his heirs, executors, and administrators, well and sufficiently saved, kept harmless, and indemnified of, from, and against all, and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, entails, rent, arrears of rent, statutes, judgments, recognizances, titles,

titles, charges, and incumbrances whatsoever, had made, done, committed, or suffered by the said *Samuel Tuck*, (other than and except the yearly fee-farm rent of one shilling from henceforth to be issuing and payable out of the afore-said premises or some part thereof:) *And lastly*, that he the said *Samuel Tuck*, and his heirs, and all and every other person and persons having or lawfully claiming, or that shall or may have or lawfully claim any estate, right, title, trust, or interest of, in, to, or out of the said piece or parcel of ground, messuages, or tenements, hereditaments and premises herein before-mentioned to be hereby granted and released, or any part or parcel thereof, by, from, under, or in trust for him, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the law of the said *John Cock*, his heirs and assigns, make, do acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, be the same by fine or fines common recovery or recoveries, deed or deeds, inrolled or not inrolled, or otherwise howsoever, for the further, better, more perfect and absolute granting, conveying, and assuring the said piece or parcel of ground, messuages or tenements, hereditaments and premises, mentioned

Covenant for further assurances.

to be hereby granted and released with their and every of their appurtenances, unto and to the use of the said *John Cock*, his heirs and assigns for ever, as by the said *John Cock*, his heirs or assigns, or his or their council, learned in the law, shall be reasonably devised or advised, and required; so as such further assurances, or any of them do not contain any covenants or warranty, but only against the person or persons required to make the same, his and their own heirs, acts and deeds; and so as the person or persons required to make and execute the same, be not compellable to travel from the place of their respective abodes for the doing thereof. IN WITNESS, &c.

I have perused and approve this draft,

W. Fogg, Middle Temple.

No. X.

A Conveyance of a Freehold Estate to a Purchaser, by Lease and Release, wherein the Mortgagees and Trustees appointed by a former Deed to sell the Premises, as well as the Mortgagor joined; and an Assignment of a Term to a Trustee.

THIS INDENTURE of Six Parts, made the Day of *April*, in the 17th year, &c. and in the year of our Lord 1777, between *Thomas Brown* of *Camp Place*, in the county of *Hertford*, Esq. and *Charles Lace* of *Potter*, in the county of *Hertford*, Esq. of the first

first part; *John Bux* of *Rush*, in the county of *Norfolk*, Esq. and *William Wood* of *Eccles*, in the same county, Esq. of the second part; *John Med* of the city of *Dublin*, in the kingdom of *Ireland*, Esq. of the third part; Sir *Henry Herbert* of ———, in the county of ———, baronet, of the fourth part; *William Brown* of ——— Street, ———, in the county of *Middlesex*, clerk, of the fifth part and Sir *William Dol* of ———, in the county of ———, Baronet, of the sixth part. Whereas by indentures of lease and release, bearing date respectively, the lease the 24th, and the release the 26th days of *March*, in the year of our Lord 1770, and made, or mentioned to be made, between *Thomas Med*, Esq. and the said *John Med*, his only son and heir-apparent, of the one part, and *Reuben Dea* of the city of ———, merchant, of the other part, for the considerations therein mentioned they the said *Thomas Med* and *John Med* did severally grant, bargain, sell, and release, unto the said *Reuben Dea*, his heirs and assigns, amongst divers lands, tenements, and hereditaments, therein mentioned, the messuages or tenements, farm and lands, commonly called or known by the name of *Pant Gwin*, situate in the parish of *Lanhen*, otherwise *Lan-hano*, in the county of *M——*, hereinafter mentioned and described, and intended to be hereby released and conveyed with the appurtenances, TO HOLD unto and to the only use of

A mortgage recited.

the said *Reuben Dea*, his heirs and assigns, but subject nevertheless to a proviso or condition in the said indenture of release, contained for making void the same, on payment by the said *Thomas Med* and *John Med*, or either of them, their, or either of their heirs or assigns, unto the said *Reuben Dea*, his executors, administrators, or assigns, of the sum of nine thousand pounds of lawful money of *Great Britain*, with interest for the same, after the rate and at the day and time therein for that purpose mentioned: *And whereas* by certain other indentures of lease and release, bearing date respectively the 25th and 26th days of *December* 1771, made, or mentioned to be made between the said *Thomas Med* and *John Med* of the one part, and the said *Reuben Dea* of the other part, the said indenture of release reciting or taking notice of (amongst other things) that the said sum of nine thousand pounds then remained due, and that the said *Thomas Med* and *John Med* having occasion for the sum of six thousand pounds more, and the said *Reuben Dea* having agreed to advance and lend them the same, it is thereupon witnessed by the said indenture of release now in recital, that the said *Thomas Med* and *John Med*, in consideration of the sum of six thousand pounds to them paid by the said *Reuben Dea*, did grant, bargain, sell, release, ratify, and confirm unto the said *Reuben Dea* and his heirs, all and singular the said hereditaments and premises so conveyed or intended

A farther mortgage recited.

tended to be conveyed to him by way of mortgage as aforesaid, with their and every of their appurtenances, TO HOLD unto and to the only use of the said *Reuben Dea*, his heirs and assigns, freed and discharged of and from the said proviso or agreement, for redemption of the said premises; but subject to a proviso or condition for making the said now reciting indentures of lease and release, void on payment by the said *Thomas Med* and *John Med*, or either of them, their, or either of their heirs or assigns, unto the said *Reuben Dea*, his executors, administrators, or assigns, of the said several sums of nine thousand pounds and six thousand pounds, making together the sum of fifteen thousand pounds, with interest for the same, after the rate, and at the time therein mentioned and long since past: *And whereas* by other indentures of lease and release, bearing date respectively the 16th and 17th days of *July 1774*, the release being of five parts, and made or mentioned to be made between the said *Thomas Med* and *John Med* of the first part; *Frances Med* and *Susannah Med* of the second part, singlewomen, the only daughters of the said *Thomas Med*; the said *John Bux* and *William Wood*, of the third part; Sir *George Cole*, of the city of *London*, Baronet, and *John Smith* of the said city of *Dublin*, Esq. of the fourth part; and the Right Hon. *Edward Michael*, Lord Baron *Longford* and *Edward May* of the said city of *Dublin*,

A conveyance to trustees to sell the Premises, to discharge incumbrances recited.

Esq. of the fifth part; for the considerations in the said indenture of release mentioned, they the said *Thomas Med* and *John Med* did severally grant, bargain, sell and release unto the said *John Bux*, *William Wood*, and their heirs, amongst and together with divers lands, tenements and hereditaments therein mentioned, all the said several lands, tenements and hereditaments, and premisses conveyed, and released unto the said *Reuben Dea*, his heirs and assigns, by way of mortgage as aforesaid, or intended so to be, with their and every of their appurtenances; and all the estate, right, title, interest, use, trust, equity of redemption, claim and demand whatsoever of them the said *Thomas Med* and *John Med* therein and thereto to hold unto and to the use of the said *John Bux* and *William Wood*, their heirs and assigns, upon such trusts, and to and for such intents and purposes as are therein after mentioned, expressed and declared of and concerning the same; that is to say, as to the said hereditaments and premisses therein mentioned to be situate in the said county of ———, then in mortgage to the said *Reuben Dea*, his heirs and assigns in trust, by public auction or private contract to sell the same in the said county of ——— for the highest and greatest value that could be got for the same, and out of the money arising therefrom, in the first place to pay off and discharge the said mortgage debt of nine thousand pound and interest

interest due thereon, and the remainder of the said purchase-money to pay over unto the said *John Med* the son, party thereto, his executors, administrators and assigns: *And whereas* by other indentures of lease and release, bearing date respectively the 1st and 2d days of *January* 1777, indorsed on the said indenture of release of the 26th day of *December* 1771, the release being of three parts, and made or mentioned to be made between the said *Reuben Dea* of the first part, the said *John Med* of the second part, and the said *Thomas Brown* and *Charles Lace* of the third part, reciting, that after the date of the said mortgage for securing the payment of the said sum of six thousand pounds the said *Reuben Dea* had lent and advanced unto the said *John Med* the sum of one thousand one hundred and two pounds and eighteen shillings, and that the said *Reuben Dea* had called in his money, and that there was due and owing to him for principal money and interest on the said securities the sum of seventeen thousand pounds, which he the said *Thomas Brown* and *Charles Lace* had agreed to advance and pay; it is by the now reciting indenture of release witnessed, that for and in consideration of the sum of seventeen thousand pounds by the said *Thomas Brown* and *Charles Lace* (at the request and by the direction of the said *John Med*, testified as therein is mentioned) unto the said *Reuben Dea*, paid in full of all principal money and

A transfer of the mortgage recited.

and interest due and owing to him on his said several recited securities, he the said *Reuben Dea*, at the request and by the direction of the said *John Thomas Med*, testified as therein mentioned, did bargain, sell, alien, release, and confirm, unto the said *Thomas Brown* and *Charles Lace*, their heirs and assigns, all and singular the said hereditaments and premises thereunto belonging or appertaining, and also all the estate, right, title, use, trust, interest, property, claim and demand whatsoever, of the said *Reuben Dea* and *John Med*, or either of them, of, in, to, or out of the same premises, or any part thereof, to hold unto and to the only use of the said *Thomas Brown* and *Charles Lace*, their heirs and assigns, freed and discharged of and from the said provisos for redemption in the aforesaid several recited indentures of mortgage contained, and all other provisos or agreements for redemption of the said premises, on payment by the said *John Med*, his heirs or assigns, unto the said *Thomas Brown* and *Charles Last*, their heirs, executors, administrators or assigns, of the sum of seventeen thousand pounds of lawful money of *Great Britain*, with interest for the same, after the rate and on the day and time and in the manner in the same indenture mentioned, and which time is long since past; as in and by the said several hereinbefore in part recited indentures, relation being thereunto respectively had, will more fully appear : *And whereas*
the

the said *John Bux* and *William Wood*, in pursuance of the trusts reposed in them by the said in part recited indenture of release of the 17th day of *July* 1774, put up the several estates therein comprized, and the equity of redemption which was thereby conveyed unto them as aforesaid, to be sold by auction, in divers lots, to the best bidders for the same respectively, and the said *Sir Henry Herbert* having bid for the several hereditaments and premises comprized in lot No. 9, (being the hereditaments and premises hereinafter mentioned and described, and intended to be hereby bargained, sold and released, and part of the estates comprized in the said several herein before recited indentures of mortgage) the sum of seven hundred and fifty pounds; and no other person having bid more, he the said *Sir Henry Herbert* became and was declared the best purchaser thereof, at and for the said price of seven hundred and fifty pounds:

And whereas there is now due and owing unto the said *Thomas Brown* and *Charles Lace* upon or by virtue of their said several securities, the said principal sum of seventeen thousand pounds, and for the interest thereof, computed to the day of the date of these presents the sum of two hundred and thirty nine pounds and ten shillings, making together the sum of seventeen thousand two hundred and thirty-nine pounds ten shillings: *And whereas* it is agreed that the said sum of seven hundred and fifty pounds,

The trustees have sold several of the estates under the recited deed and a party hereto hath purchased part.

17239l. 10s. due to the mortgagees.

It has been agreed that the purchase-money

the

of the released
premises shall
be paid to the
mortgagees in
part of the
above sum.

The conside-
ration.

the purchase money, shall be paid by the said Sir Henry Herbert unto the said Thomas Brown and Charles Lace, in part, payment and satisfaction of the said sum of seventeen thousand two hundred and thirty-nine pounds ten shillings, so due and owing to them as aforesaid :
Now THIS INDENTURE WITNESSETH, That for and in consideration of the sum of seven hundred and fifty pounds of lawful money of Great Britain, by the said Sir Henry Herbert unto the said Thomas Brown and Charles Lace in hand well and truly paid, at and before the sealing and delivery of these presents, at the request and by the direction and appointment as well of the said John Bux and William Wood, as of the said John Med, testified by their severally executing these presents, in part of the payment and satisfaction of the said sum of seventeen thousand two hundred and thirty-nine pounds, and ten shillings, so due and owing to them the said Thomas Brown and Charles Lace as aforesaid, the receipt of which said sum of seven hundred and fifty pounds (being in full for the absolute purchase of the inheritance in fee simple in possession, free from all incumbrances of the messuage, tenement, farm and lands comprized in the said lot (9), and herein after bargained, sold, (and released, or mentioned or intended so to be, with the appurtenances they the said Thomas Brow and Charles Lace do hereby acknowledge, and thereof and of and from every

every part thereof, do, and each of them doth acquit, release, and discharge the said Sir *Henry Herbert*, his heirs, executors, administrators, and assigns, and every of them, for ever, by these presents, and also for and in consideration of the sum of ten shillings of like lawful money, unto each of them the said *John Bux*, *William Wood*, and *John Med*, in hand paid by the said Sir *Henry Herbert* at or before the sealing and delivering these presents, the receipts whereof are hereby also acknowledged, they the said *Thomas Brown* and *Charles Lace*, at the request, and by the direction and appointment, as well of the said *John Bux* and *William Wood* as of the said *Thomas Med*, testified by their severally sealing and delivering these presents; and also the said *John Bux* and *William Wood*, at the request and by the direction and appointment of the said *John Med*, testified as aforesaid, have, and every and each of them hath bargained, sold, aliened, remised and released, and by these presents do, and every and each of them doth bargain, sell, alien, remise and release; and the said *John Med* hath granted, bargained, sold, released, ratified, and confirmed, and by these presents doth grant, bargain, sell, release, ratify and confirm unto the said Sir *Henry Herbert*, (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *Thomas Brown*, *Charles Lace*, *John Bux*, *William Wood*, and *John Med*, for one whole year,

The conveyance.

Possession transferred.

Parcels.

year, in consideration of five shillings by indenture, bearing date the day next before the day of the date of these presents, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and his heirs and assigns, all that messuage, tenement, farm and lands, commonly called or known by the name of *Pant Gwin*, with all houses, outhouses, buildings, barns, stables, folds, yards, gardens, orchards and appurtenances thereto belonging, together with the several pieces or parcels of land, arable, meadow, and pasture, therewith also belonging, and therewith held, used, and enjoyed, containing by an admeasurement thereof ninety acres, (be the same more or less) situate, lying, and being in the said parish of *Lanhen*, otherwise *Lanhen*, in the said county of *M—*, and now in the tenure or occupation of one *Richard Rees*, Esq. together with the ground and soil thereof, and all trees, woods, and underwoods, ways, waters, watercourses, rights, privileges, and advantages whatsoever, to the said messuage, tenement, farm lands, and premises belonging, or in any wise appertaining, mearing, abutting, and adjoining to the lands of the said *Sir Henry Herbert* and to the river, on all or most parts and sides thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of all and singular the said premises; and

General words.

also all the estate, right, title, use, interest, trust, right, power, and equity of redemption, property, possession, inheritance, claim, and demand whatsoever, both at law and in equity, of them the said *Thomas Brown, Charles Lace, John Bux, William Wood, and John Med*, or either or any of them, of, in, to, or out of the said premisses, or any part thereof, together with all deeds, evidences and writings relating to the title of the said premisses, or any part thereof solely; and true attested copies of all such other deeds, evidences and writings relating to the title of the said premisses, or any part thereof, jointly or together with any other lands or hereditaments, which are now in the custody or power of them the said *Thomas Brown, Charles Lace, John Bux, William Wood, and John Med*, or either or any of them, or which they, either or any of them can come by, without suit in law or equity, TO HAVE AND TO HOLD the said messuages, tenements, lands, hereditaments, and all and singular the premisses hereby granted, released, ratified and confirmed by the said *Thomas Brown, Charles Lace, John Bux, William Wood, and John Med*, with their and every of their appurtenances, unto the said *Sir Henry Herbert*, his heirs and assigns, to the only use and behoof of the said *Sir Henry Herbert*, his heirs and assigns for ever, freed, and clearly, and absolutely discharged, acquitted, exonerated, and released of and from the said sum of seven-

teen

Habendum.

teen thousand pounds, and all interest thereof, and of every part thereof, and of all the estate, right, title, and interest of them, the said *Reuben Dea*, and *John Dea*, or either of them, of, in, and to the said premisses hereby granted, released, ratified and confirmed, or intended so to be; And the said *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, do and each of them doth severally and not jointly, or the one for the other or others of them, or for the heirs, executors, and administrators, acts or deeds of the other or others of them, but each and every of them, for himself only, and for his own heirs, executors, and administrators, acts and deeds only, doth covenant, promise, and agree to and with the said *Sir Henry Herbert*, his heirs and assigns, by these presents, in manner and form following, (that is to say,) that they the said *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or any of them, have or hath not at any time or times heretofore made, done, or committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby or by reason or means whereof the said messuage, tenement, and hereditaments, and all and singular the premisses hereinbefore by them granted and released, ratified and confirmed, are, is, can, shall, or may be impeached, charged, or incumbered,

in

Covenant from
the mortgagees
and trustees that
they have done
no act to incum-
ber.

in title, charge, estate, or otherwise howsoever:
And for the considerations aforesaid, the said *John Med* for himself, his heirs, executors, administrators and assigns, doth hereby covenant, promise, grant and agree to and with the said Sir *Henry Herbert*, his heirs and assigns, by these presents, in manner and form following, (that is to say,) that they the said *John Med*, *Thomas Brown*, *Charles Lacey*, *John Bux*, and *William Wood*, or some or one of them, now at the time of the sealing and delivering of these presents, are, or, is respectively, the true and lawful owners and proprietors, owner or proprietor of the messuage and tenement, lands, hereditaments and premises hereby granted, released, ratified and confirmed, and every part and parcel thereof, with their appurtenances: and are, or some or one of them are, or is respectively, rightfully, and absolutely seized of the same premises, and every part and parcel thereof, of a good, sure, perfect, absolute, and indefeasible estate of inheritance; to them and their heirs respectively, in fee simple, without any manner of condition, trust, contingent covenant, proviso, or limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, determine, incumber, defeat or evict the same, and hereby absolutely and fully released and discharged therefrom, or intended so to be; *And* that for and notwithstanding any act, matter or thing whatsoever, made, done, or committed by them

Covenant that the granting parties are seized in.

Have right to
convey.

Covenant for
peaceable enjoy-
ment.

the said *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or any of them, to the contrary, they the said *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or some, or one of them, have and hath in themselves respectively, at the time of the sealing and delivery of these presents, good right, full power, and lawful and absolute authority to grant, bargain, sell, alien, release, ratify and confirm and thereby well and effectually to pass and convey the same messuages and tenements, lands, hereditaments and premises, with the appurtenances unto the said Sir *Henry Herbert*, his heirs and assigns, in manner aforesaid, *And that* he the said Sir *Henry Herbert*, his heirs and assigns, and every of them, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuages, tenements, lands, hereditaments and premises hereby granted, released, ratified and confirmed, or intended so to be, and every part and parcel thereof, with the appurtenances; and also shall and may have, receive, and take to his and their own use and behoof all and every the rents, issues, and profits thereof, or arising thereout, or accruing or growing due therefrom, without any manner of lett, suit, trouble, vexation, eviction, disturbance, or other hindrance or molestation whatsoever, of, or by the said *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William*

ham Wood, or any of them, their or any of their heirs or assigns, or any other person or persons whatsoever lawfully claiming, or to claim the said messuages, tenements, lands, hereditaments and premisses, hereby granted and released by, from, under, or in trust, for them the said *John Med*, *Thomas Brown*, *Charles Lacey*, *John Bux*, *William Wood*, or any of them, or any of the ancestors of the said *John Med*; and that free and clear and freely, clearly and absolutely freed and acquitted, exonerated and discharged, or otherwise by him the said *John Med*, his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless and indemnified of, and from, and against the said principal sum of seventeen thousand pounds, and all interest thereof, and of every part thereof, and all and all manner of other feoffments, gifts, grants, bargains, sales, wills, intails, uses, trusts, terms, jointures, dowers, right and title of dower, leases, mortgages, rents, and arrears of rent, issues, fines, post fines, amerciaments, debts, duties, judgments, extents, executions, statutes merchant, and of the staple, and of all debts of record, liberties, seizures, charges, titles, troubles, forfeitures, annuities and incumbrances whatsoever, had made done, committed, omitted, acknowledged, occasioned or suffered, or to be; had made done, committed, omitted, acknowledged, occasioned or suffered by the said *Thomas Med* the father, *John Med* the son, *Thomas*

Covenant for
further assur-
ances.

Brown, Charles Lace, John Bux, and William Wood, or any of them, their, or any of their ancestors, or any person or persons whomsoever lawfully claiming, or to claim, by, from, under, or in trust for them the said *Thomas Med* the father, and *John Med* the son, *Thomas Brown and Charles Lace, John Bux, and William Wood*, or any of them; And the said *John Med*, for himself, his heirs, executors and administrators, and every of them, doth covenant, promise, grant, and agree to and with the said *Sir Henry Herbert*, his heirs and assigns, by these presents, that he the said *John Med*, his heirs and assigns, and all and every, other person and persons whomsoever having or lawfully claiming, or who shall or may, or at any time or times hereafter, have or lawfully claim any estate, right, title, or interest of, in, and to the said premises hereby granted and released, ratified and confirmed, or intended to be hereby granted, released, ratified and confirmed, or of, in, or to any part or parcel thereof, shall and will from time to time, and at all times hereafter upon every reasonable request, and at the proper costs and charges in the law of the said *Sir Henry Herbert*, his heirs and assigns, make, do, levy, execute, acknowledge and suffer, or cause or procure to be made, done, levied, executed, acknowledged, and suffered; all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, device and devices, conveyances

ances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and conveying, establishing and confirming of the said messuages, tenements, lands, tenements, hereditaments and premisses hereby granted and released, ratified and confirmed, or intended to be hereby granted and released, ratified and confirmed, and every part and parcel thereof, with all and singular their appurtenances unto, and to the use and behoof of the said Sir *Henry Herbert*, his heirs and assigns, be it by fine or fines, feoffment or feoffments, deed, or deeds indented, inrolled or not inrolled, or any other ways or means in the law whatsoever, as by the said Sir *Henry Herbert*, his heirs or assigns, his, their, or any of their counsel learned in the law, shall be reasonably devised, advised, or required, so as the said further assurance or assurances so to be made, or any of them, do not, nor shall contain any further or other covenants or warranty than for or against the person or persons making the same, his, her, or their heirs, executors or administrators, acts and deeds, or than are contained in these presents; and so as the party or parties to be requested to make and execute the same, be not compelled or compellable for the doing thereof, to go or travel from the place or places of his, her, or their respective abode or habitation: *And whereas* by indentures of lease and release, bearing date respectively the 2d and 3d

4 O 3

days

As this is a small purchase, and the term has been recently assigned to the Rev. Mr. Brown, I would advise that it may be assigned by this deed of release.
J.H.

Indentures of
lease and release
creating a term
of 1000 years
recited.

days of *January*, in the year of our Lord 1769, the release of four parts, and made, or mentioned to be made between the said *Thomas Med*, and the said *John Med* his only son and heir apparent of the first part; *John Mayer*, Gent. of the second part; *John Money*, Gent. of the third part; and Sir *Edward Astley*, Bart. and *William Mason*, Esq. of the fourth part; and by a fine levied, and a common recovery suffered in or as of Hilary Term in the said year 1769, in pursuance of the covenant and agreements in the said indenture of release for that purpose, contained the several messuages, lands, tenements, hereditaments and premises, situate and being in the parish of *Lanken*, otherwise *Lankeno*, in the county of *M———* herein before mentioned and described, and intended to be hereby assigned, with their appurtenances, were granted, conveyed, limited, and assured unto the use of the said *Thomas Med* and his assigns for the term of his natural life, and from and after his decease, to use of Sir *Edward Astley* and *William Mason*, their executors, administrators and assigns, for the term of one thousand years; but upon the trusts, and for the intents and purposes therein after mentioned and declared concerning the same, and from and after the end, expiration, or other sooner determination of the said term, and subject thereto, to the use and behoof of the said *John Med*, party hereto, the son of the said *Thomas Med*, and the heirs and assigns of him the
said

said *John Med* for ever, and the said term of one thousand years limited to the said Sir *Edward Afley* and *William Mason*, was thereby declared to be so limited unto them upon trust, that they, or the survivors of them, his executors, administrators, or assigns, should, from time to time, either in the life time of the said *Thomas Med*, (if he should so direct by deed or writing under his hand and seal, attested by two credible witnesses,) by mortgage or sale, or other sooner disposition of all or any part of the said premises for all or any part of the said term of one thousand years, or by and out of the rents and profits thereof, or by all or any of the said ways and means, or any other ways and means as the said Sir *Edward Afley* and *William Mason*, or the survivor of them, his executors, administrators, or assigns should think reasonable, levy and raise any sum or sums not exceeding in the whole fifteen thousand pounds, and pay the same to, and for the benefit of such person or persons, and in such shares and proportions, and for such uses, intents and purposes, as the said *Thomas Med* should, at any time or times, by any deed or writing under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed and published in the presence of three or more credible witnesses, declare, limit, or appoint: *And whereas* the said sum of fifteen thousand pounds hath been raised by the ways and means mentioned in the said recited indentures

The money for which the term was created has been raised,

The term has
been assigned.

of release; *And whereas* by a deed poll indorsed on the back of the said herein before in part recited indenture of release, of the second day of *January* last past, before the date of these presents, and bearing equal date with the same indenture, all and every the messuages, lands, tenements, hereditaments, and premisses comprised in the said term of one thousand years, were duly assigned to the said *William Brown* for the residue of the said term of one thousand years, in trust for the said *Thomas Brown* and *Charles Lace*, their heirs and assigns, for securing the sum of seventeen thousand pounds and interest, subject nevertheless to such equity of redemption as therein is mentioned. And it was upon the treaty for the said purchase agreed that the said messuages, lands, tenements, hereditaments and premisses, should be assigned to a trustee, to be nominated by the said *Sir Henry Herbert*, for all the residue of the said term, in trust for the said *Sir Henry Herbert*, and to attend the inheritance of the same premisses. AND THEREFORE THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the said sum of seven hundred and fifty pounds, so paid by the said *Sir Henry Herbert* to the said *Thomas Brown* and *Charles Lace* as aforesaid: and for and in consideration of the sum of five shillings of lawful money of *Great Britain* to the said *William Brown*, by the said *Sir William Dol*, well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *William Brown*

The assignment
of the term to a
trustee for the
present purchaser.

Brown, at the request, and by the direction of the said *Thomas Brown* and *Charles Lace*, and by and with the consent and approbation of the said *John Bux*, *William Wood* and *John Med*, and at the nomination and by the appointment of the said Sir *Henry Herbert*, (testified by their being parties to and sealing and delivering these presents) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said Sir *William Dol*, his executors, administrators and assigns, the said messuages or tenements, lands, hereditaments, and all and singular other the premises herein before granted and released, or mentioned or intended so to be, with their and every of their appurtenances, and all the estate, right, title, interest, term of years, trust, property, possession, benefit, advantage, claim and demand whatsoever, both at law and in equity of him the said *William Brown*, of, in, to, or out of the same premises, or any part or parcel thereof, To HAVE AND TO HOLD the said messuages or tenements, lands, hereditaments, and all and singular other the premises herein before mentioned, to be hereby assigned, or intended so to be, with their and every of their appurtenances, unto the said Sir *William Dol*, his executors, administrators and assigns, from henceforth. for and during all the residue and remainder of the said term

Habendum.

In trust to attend
the inheritance.

Covenant from
the first trustee
that he has
done no act to
incumber.

of one thousand years now to come and unexpired, in trust nevertheless for the said Sir *Henry Herbert*, his heirs and assigns, to the end and intent that the said term of one thousand years may attend upon, and be subservient to the freehold and inheritance of the same term, in order to protect and defend the same from all mesne and subsequent incumbrances; *And* the said *William Brown* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said Sir *William Dol*, his executors, administrators and assigns, that he the said *William Brown* hath not at any time heretofore made, done or committed, or caused, procured or suffered to be made, done or committed, any act, matter or thing whatsoever, whereby, or by reason or means whereof, the said messuages or tenements, lands, hereditaments and premises hereby assigned, or mentioned or intended so to be, or any of them, or any part or parcel thereof, are, is, can, shall or may be incumbered in title, charge, estate or otherwise howsoever. IN WITNESS, &c.

I have perused and do approve of this draft, on the behalf of Sir *Henry Herbert* and his trustee,

J—— H——.

A Conveyance

A Conveyance of a Freehold estate to a purchaser, by Lease and Release, from a Devisee for Life, an Heir at Law, and other Persons, intituled to Monies to arise by sale of the Premises, after the Death of the Tenant for Life, in consideration of Bank Stock transferred to Trustees, the Testator having given the Tenant for Life Power, with the Concurrence of the Legatees, to sell the Premises, upon condition that the Purchase Money was vested in the Funds, in the Name of Trustees for the Purposes in his Will.—There is also a Declaration of Trust in this Deed from the Tenant for Life and Trustee in respect to the Bank Stock transferred as the Consideration.

THIS INDENTURE QUADRIPARTITE, made the ——— day of ———, in the eighteenth year of the reign of our Sovereign Lord George the Third, by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, and in the Year of Our Lord 1778, between *Elizabeth Boulton* of ——— in the City of *London*, spinster, of the first part; *Thomas South*, sen. of *Swallow-street*, *Piccadilly*, baker, nephew and heir at law of *William Cliff*, of ——— aforesaid, deceased, *Robert Ander*, of *New Bond-street*, in the county of *Middlesex*, apothecary, and *Mary* his wife, and

and which said *Mary* is one of the legatees named in the will of the said *William Cliff*, deceased, *Ann Boulton* of ——— aforesaid, spinster, *Thomas South*, junior, of *Swallow-street*, aforesaid, and *William Mans*, jun. of *Lower East Smithfield*, in the said county of *Middlesex*, merchant, of the second part; and *Charles Hutchins*, of *London*, Esq. administrator of all and singular the goods and chattels, rights and credits of *John Lock*, late of ———, gent. deceased, of the third part; and *James Gad*, of ——— aforesaid, gent. and *William Butch*, of *Long-lane*, *London*, patten maker, of the fourth part :
Whereas the said *William Cliff* in and by his last will and testament in writing, bearing date on or about the 21st day of *November*, which was in the year of Our Lord 1768, did (amongst other things) give and bequeath unto his niece the said *Elizabeth Boulton*, all his freehold house, with all the fixtures and all the appurtenances thereunto belonging, being in the parish of *Great Saint Helen*, for and during the term of her natural life, and after her decease the said testator did order it to be sold, with all the fixtures to it, and the money arising from the sale of it to be equally divided between his nephew *Thomas South* and his niece *Mary Hobb* and her daughter *Mary Ander*, and his niece *Margaret Hig*, and his niece *Ann Boulton*, and his nephew the said *Thomas South* and *Daniel South*, and his niece *Frances South*,
 sons

A will recited, whereby the testator gave a freehold estate to a party hereto for life, and after her decease directed

the same to be sold, and the monies arising by such sale to be divided among several persons.

sons and daughter of his nephew *Thomas South*; but the said testator by his said will declared, that if any of the legatees, which were intituled to a part of the money, which the house was to be sold for, should die before the said *Elizabeth Boul*, that then the share and shares of such legatees dying should be divided amongst the survivors only; and the said testator did likewise order that his said niece *Elizabeth Boul*, might let a lease of the said house for as long a term as she should think proper, or sell the said house, if she thought it best, in her life-time; but in case his said niece *Elizabeth Boul* should sell the aforesaid freehold house and fixtures, in her life-time, the said testator did then order that the money arising from the sale of it should be laid out in the public funds, in the name of the said *Elizabeth Boul*, *Stephen Leach* (since deceased) and *Henry Shaker*, as trustees; and for his said niece *Elizabeth Boul* to receive the dividends during her natural life for her own use and benefit, and after her decease the money in the public funds to be equally divided between the said *Mary Hobb* and her daughter *Mary Ander*, and *Margaret Hig*, and *Ann Boul*, the said *Thomas South*, senior, and *Thomas South*, junior, the said *Daniel South*, and *Frances South*, the persons mentioned as legatees to the house and fixtures, or the survivors of them only; and the said testator by his said will appointed the said *Elizabeth Boul* sole executrix

The testator gave the tenant for life power to sell the estate,

upon condition that the purchase money was laid out in the funds, in the name of the tenant for life, and another person in his will named, as a trustee for the persons intituled after her death.

"*Shaker refuses to act.*"

The parties interested should name a trustee who will act; and though the stock will stand in the joint names of *Mrs. Boul*, and such trustee, she may alone receive the dividends.

J. H.

The will proved.

The persons now
intituled under
the will.

The tenant for
life, with the
concurrence of
the other persons
interested, have
agreed to sell the
estate for certain
bank annuities,
which the pur-
chaser hath
transferred to the
tenant for life,
and the trustees
named by the
parties.

ecutrix thereof, as in and by the said herein before recited will, reference being thereunto had will more fully appear: *And whereas* the said *William Cliff*, the testator, soon after making his said will departed this life, without altering or revoking the same; and the said *Elizabeth Boulton* party hereto proved the same in the proper Ecclesiastical Court, and took upon herself the burthen and execution of the same: *And whereas* since the death of the said testator *William Cliff*, the said *Mary Habb*, *Margaret Hig*, and *Daniel South*, the legatees named in the said *William Cliff*'s will, are all since dead, leaving the said *Elizabeth Boulton*, and *Mary Ander* the wife of the said *Robert Ander*, parties hereto: the said *Thomas South*, senior, *Thomas South*, junior, and the said *Frances South*, them surviving, whereby a reversionary or a contingent right may arise to them, in consequence of a sale of the said freehold house by the said *Elizabeth Boulton*, in case they, any, or either of them shall survive her: *And whereas* the said *Elizabeth Boulton*, by virtue of the said testator *William Cliff*'s will, hath (with the privity and concurrence of him the said *Robert Ander* and *Mary* his wife, *Ann Boulton*, *Thomas South*, senior, and *Thomas South*, junior, testified by their being parties hereto) contracted and agreed with the said *William Mans* for the sale of the said freehold house and premises hereinbefore and after mentioned, for the interest or share of seven hundred

hundred pounds, in the four *per cent.* Consolidated Bank Annuities, which the said *William Mans* did agree to transfer, and hath accordingly transferred to the said *Elizabeth Boulton* and to the said *James Gad*, being a trustee nominated by, and on the behalf of the said *Robert Ander* and *Mary* his wife, *Thomas South*, senior, and *Thomas South*, junior, in the place and stead of the said *Francis Shaker*, who has declined to act in the said trust : NOW THIS INDENTURE WITNESSETH that the said *Elizabeth Boulton*, for and in consideration of the said seven hundred pounds interest or share in the said joint stock of four *per cent.* Consolidated Bank Annuities to her the said *Elizabeth Boulton*, and the said *James Gad*, well and truly transferred by the said *William Mans*, at and before the sealing and delivery of these presents, (by, and with the privity, concurrence, and absolute approbation of him the said *Robert Ander* and *Mary* his wife, the said *Ann Boulton*, *Thomas South*, senior, and *Thomas South*, junior, testified by their being parties hereto,) being the full consideration for the absolute purchase for the premises herein before and after mentioned, to be hereby granted and released, the transfer and receipt whereof she the said *Elizabeth Boulton*, and the said *James Gad*, do hereby acknowledge, and thereof, and of and from every part thereof, do acquit, release, and for ever discharge the said *William Mans*,

The consideration.

Mans, his heirs, executors, and administrators, by these presents, and also in consideration of the sum of five shillings a piece of lawful money of *Great Britain* to him the said *Robert Ander* and *Mary* his wife, the said *Ann Boul*, *Thomas South*, senior, and *Thomas South*, junior, in hand also paid by the said *William Mans*, at and before the execution of these presents, the receipt whereof they do hereby also acknowledge, the the said *Elizabeth Boul*, (with the privity, concurrence, and entire approbation of him the said *Robert Ander* and *Mary* his wife, the said *Ann Boul*, *Thomas South*, senior, and *Thomas South*, junior, testified as aforesaid) bath granted, bargained, sold, aliened, released, and confirmed; and by these presents doth grant, bargain, sell, alien, release, and confirm, and the said *Thomas South*, senior, hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents the said *Thomas South*, senior, doth grant, bargain, sell, alien, release, ratify, and confirm, and also they the said *Robert Ander* and *Mary* his wife, *Ann Boul*, *Thomas South*, junior, have and each of them hath granted, ratified, and confirmed, and by these presents do and each of them doth grant, ratify, and confirm, unto the said *William Mans*, (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *Elizabeth Boul*, and the said *Thomas South*, senior, in con-

The conveyance.

Possession transferred.

sideration

consideration of ten shillings; by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale; and by force of the statute for transferring uses into possession) and to his heirs, all that messuage or tenement, with the appurtenances; situate, lying and being in the parish and close of *Great St. Helen's*, within *Bishopsgate, London*, formerly in the occupation of *Thomas Toms*, afterwards of ———, and now in the possession of the said *Elizabeth Boulton*, and the ground and soil whereon the said messuage, tenement, and premises are erected; together with all and singular ways, waters; water-courses, paths; passages, emoluments, advantages, rights, privileges, and appurtenances to the said messuage, or tenement, hereditaments, and premises hereby granted, released, and conveyed, or meant, mentioned, or intended so to be; or any part or parcel thereof; now or at any time heretofore usually held, used; occupied, possessed or enjoyed, and accepted; reputed, deemed, taken; or known as part; parcel, or member thereof, or belonging thereunto; and the reversion and reversions, remainder and remainders yearly, and other rents, issues; and profits of all and singular the said premises, and all the estate, right, title, interest, use, trust, possession, pro-

The parcels

General words:

Mans, his heirs, executors, and administrators, by these presents, and also in consideration of the sum of five shillings a piece of lawful money of *Great Britain* to him the said *Robert Ander* and *Mary* his wife, the said *Ann Boul*, *Thomas South*, senior, and *Thomas South*, junior, in hand also paid by the said *William Mans*, at and before the execution of these presents, the receipt whereof they do hereby also acknowledge, she the said *Elizabeth Boul*, (with the privity, concurrence, and entire approbation of him the said *Robert Ander* and *Mary* his wife, the said *Ann Boul*, *Thomas South*, senior, and *Thomas South*, junior, testified as aforesaid) hath granted, bargained, sold, aliened, released, and confirmed; and by these presents doth grant, bargain, sell, alien, release, and confirm, and the said *Thomas South*, senior, hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents the said *Thomas South*, senior, doth grant, bargain, sell, alien, release, ratify, and confirm, and also they the said *Robert Ander* and *Mary* his wife, *Ann Boul*, *Thomas South*, junior, have and each of them hath granted, ratified, and confirmed, and by these presents do and each of them doth grant, ratify, and confirm, unto the said *William Mans*, (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *Elizabeth Boul*, and the said *Thomas South*, senior, in consideration

The conveyance.

Possession transferred.

consideration of ten shillings, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale; and by force of the statute for transferring uses into possession) and to his heirs, all that messuage or tenement, with the appurtenances; situate, lying and being in the parish and close of *Great St. Helen's*, within *Bishopsgate, London*, formerly in the occupation of *Thomas Toms*, afterwards of ———, and now in the possession of the said *Elizabeth Boulton*, and the ground and soil whereon the said messuage, tenement, and premises are erected, together with all and singular ways, waters, water-courses, paths, passages, emoluments, advantages, rights, priviledges, and appurtenances to the said messuage, or tenement, hereditaments, and premises hereby granted, released, and conveyed, or meant, mentioned, or intended so to be; or any part or parcel thereof, now or at any time heretofore usually held, used; occupied, possessed or enjoyed, and accepted; reputed, deemed, taken, or known as part, parcel, or member thereof, or belonging thereunto; and the reversion and reversions, remainder and remainders yearly, and other rents, issues; and profits of all and singular the said premises, and all the estate, right, title, interest, use, trust, possession, pro-

The partially

General words:

perty, benefit, claim and demand whatsoever
 both at law and in equity, of them the said
Elizabeth Boulton, Robert Ander, and Mary his
 wife, the said *Anne Boulton, Thomas South, senior,*
 and *Thomas South, jun.* and each and every of
 them, of, in, to, and out of the said messuage
 and tenement, hereditaments, and premises,
 hereby granted, released, and conveyed, or
 meant, mentioned, or intended hereby so to
 be, and every part and parcel thereof, toge-
 ther with all deeds, evidences, and writings
 touching or concerning the same premises, or
 any part or parcel thereof, now in the custody
 or power of the said *Elizabeth Boulton*, or which
 she can come by without suit at law or in
 equity, and true attested copies of all such other
 deeds, evidences, and writings relating to the
 title of the said premises, jointly with any other
 hereditaments, such copies when first made to
 be so made at the costs and charges of the said
Elizabeth Boulton, but all future copies to be
 made at the costs and charges of the said
William Mans, his heirs or assigns, To have
 and to hold the said messuage or tenement,
 ground, hereditaments, and all and singular
 other the premises hereby granted, released,
 and conveyed, or meant, mentioned, or in-
 tended hereby so to be, and every part and
 parcel thereof, with their and every of their
 appurtenances, unto and to the said *William*
Mans,

Habendum.

Mans, his heirs and assigns, to the only proper use and behoof of him the said *William Mans*, his heirs and assigns for ever: And the said *Robert Ander*, for himself and his heirs, and for the said *Mary* his wife, doth hereby covenant with the said *William Mans*, his heirs and assigns, that they the said *Robert Ander*, and *Mary* his wife, or their respective heirs, shall and will, at their own proper costs and charges, as of Hilary Term last, Easter Term next, or of some other subsequent term, in due form of law, levy, and acknowledge before the Justices of his Majesty's Court of Common Pleas at Westminster, unto the said *William Mans* and his heirs, one or more fine or fines, *sur connusans de droit come ceo, &c.* with proclamations thereupon to be had, according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed of the said messuage or tenement, ground, and hereditaments hereinbefore mentioned, and hereby granted and released, or intended so to be, by such apt and convenient names, quantity, quality, and other descriptions to ascertain the same, as shall be thought meet, which said fine or fines so as aforesaid, or in any other manner or at any other time, to be had and levied of the same premises, and all and every other fine and fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed,

Covenant to levy a fine.

and premisses herein before mentioned, and intended to be hereby granted, released, and confirmed, and every part and parcel thereof, with their and every of their appurtenances, and to receive and take the rents, issues and profits thereof from thenceforth to grow due, to his and their own use, without the lawful let, suit, trouble, interruption, claim, or demand whatsoever, of or by the said *Elizabeth Boulst*, *Thomas South* the elder, *Robert Ander*, *Mary* his wife, *Ann Boulst*, *Thomas South*, junior, or any of them, or any other person or persons claiming or to claim by, from, or under them, or any or either of them, and that free and clear, and freely, clearly, and absolutely acquitted, freed and discharged, or otherwise, by the said *Elizabeth Boulst*, *Thomas South* the elder, *Robert Ander*, *Mary* his wife, *Ann Boulst*, *Thomas South*, junior, and *Francis South*, or some of them, their respective heirs, executors, administrators, or some of them, well and sufficiently saved harmless, and kept indemnified of, from, and against all, and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dower, title of dower, uses, intails, rents, arrears of rents, taxes, assessments, statutes, recognizances, judgments, extents, executions, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, executed, committed,

committed, done or suffered by her the said *Elizabeth Boulton*, and *Thomas South* the elder, or either of them, or the said *William Cliff*, deceased, or any other person or persons lawfully claiming, or to claim by, from, under or in trust for them or any of them : And moreover that they the said *Elizabeth Boulton*, *Thomas South* the elder, *Robert Ander*, *Mary* his wife, *Ann Boulton*, *Thomas South*, junior, and *Francis South*, and their heirs, and all and every other person and persons having, or lawfully claiming or to claim any estate, right, title, trust or interest of, in, to, or out of the said premises hereby granted and released, or any part thereof, by, from, or under her, them, or any of them, or by, from, or under the said *William Cliff*, deceased, shall and will, from time to time, and at all times hereafter, at the request, costs and charges in the law of the said *William Mans*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, assuring, and confirming the said messuage or tenement, ground and premises hereby granted, released and confirmed,

Covenant for further assurance.

An assignment
of a term re-
cited.

or intended so to be, with their and every of their appurtenances, unto and to the use of the said *William Mans*, his heirs and assigns for ever, as by the said *William Mans*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised, and required; so as such further assurances do not contain or imply any further covenant or warranty than against the respective acts of the party or parties required to make and execute the same, and so as the person or persons required to make and execute such further assurance be not compelled or compellable to travel, or to go from her, his, or their habitation, or place of abode, for the doing thereof. *And whereas* by Indenture of assignment, bearing date on or about the ninth day of June, which was in the year of our Lord one thousand seven hundred and fifty-eight, and made or expressed to be made between *Ann Tracey*, of *Croscoe*, in the parish of *Disk*, in the county of *Gloucester*, widow, administratrix of all and singular the goods and chattels, rights and credits of *John Tracey*, late of *Stanway*, in the said county of *Gloucester*, her late husband, deceased, of the first part; *Edmund Chamber*, of *Maugersbury*, in the county of *Gloucester*, Esquire, and *Elizabeth* his wife, and *Thomas Horde*, of *Lower Swell*, in the said county of *Gloucester*, Esquire, and *Anne* his wife, of the second part; the said *William*
Cliff,

Cliff, citizen and draper, of *London*, of the third part; and the said *John Lock*, of *Saint Helen, London*, Esquire, of the fourth part; reciting therein, that by indentures of lease and release, bearing date the seventh and eighth days of *November*, one thousand seven hundred and one, the release being of four parts, and made between Sir *Robert Atkyns*, senior, Knight of the Bath, *Robert Atkyns*, junior, and *Robert Atkyns*, Esquire, son and heir of *Edward Atkyns*, Esquire, second son of Sir *Robert*, senior, of the first part; *Christopher Montague* and *Richard Edgcumbe*, Esquires, and *Elizabeth Edgcumbe*, eldest sister of the said *Richard*, of the second part; *Charles Montague* and *John Tracey*, Esqrs. of the third part; and *Thomas Railton* and *John Townsend*, Esqrs. of the fourth part; whereby a term of five hundred years was limited to the said *Charles Montague* and *John Tracey*, of the said messuage or tenement, and premisses, amongst divers other lands and hereditaments, upon the trust therein declared of and concerning the same. And reciting, that the said *John Tracey* survived the said *Charles Montague*, but died intestate, and thereupon administration was granted to the said *Anne Tracey*, and that by virtue thereof she became entitled to the said messuage or tenement and premisses, for the remainder of the said term of five hundred years therein mentioned, so far as concerned the premisses here-
inbefore

inbefore granted and releafed: It was by the faid indenture of affignment witneffed amongft other things, that in confideration of the fum of five fhillings, by the faid *John Lock* paid to the faid *Ann Tracey*, fhe the faid *Ann Tracey* (at the request of the faid *Edmund Chamber*, and *Elizabeth* his wife, by the faid *Thomas Horde*, and *Ann* his wife) and alfo the faid *William Cliff*, did bargain, fell, assign, and fet over unto the faid *John Lock*, his executors, administrators, and assigns, all that meffuage or tenement, with the appurtenances herein-before more particularly defcribed, to hold the faid meffuage, tenement and premisses, with the appurtenances, unto the faid *John Lock*, his executors, administrators and assigns, for the refidue of the faid term of five hundred years, in trust for the only ufe and benefit of the faid *William Cliff*, his heirs and assigns, and to attend the inheritance: *And whereas* the faid *John Lock* having afterwards departed this life intefstate, adminiftration of all and fingular his goods and chattles, rights and credits, was granted unto the faid — *Hutchins*, out of the prerogative court of the Archbishop of Canterbury, whereby the refidue of the faid term of five hundred years is now legally vefted in the faid — *Hutchins*; and it having been agreed between the parties hereunto, at the time that the faid *William Mans* agreed for the purchafe of the here-
inbefore

The term now
vefted in a per-
fon who is to
assign the fame.

inbefore granted and released premisses, that the residue of the said term of years should be assigned to a trustee in trust for the said *William Mans*, his heirs and assigns, and to attend the inheritance of the said premisses.

THIS INDENTURE THEREFORE FURTHER WITNESSETH, that for the considerations aforesaid, and also in consideration of the sum of ten shillings of lawful money of Great-Britain, by the said *William Butch*, to the said — *Hutchins*, in hand, at and before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged; he the said — *Hutchins*, as well by the direction and appointment of the said *Elizabeth Boul*, as of the said *Thomas South*, senior, *Robert Ander*, and *Mary* his wife, *Ann Boul*, and *Thomas South*, junior, and also at the nomination of the said *William Mans*, (testified by their being parties to and executing these presents) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said *William Butch*, the said messuage or tenement, ground and premisses herein-before-mentioned to be hereby granted and released, with their and every of their appurtenances, and all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, claim, and demand whatsoever of him the said — *Hutchins*, of,

in,

The assignment

in, and to the said premisses, and every part and parcel thereof: *To have and to hold* the said messuage or tenement, ground and premisses mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *William Butch*, his executors, administrators and assigns, from henceforth, for and during all the rest, residue, and remainder now to come and unexpired of the said term of five hundred years therein, in trust nevertheless, and to and for the only use and benefit of the said *William Mans*, his heirs and assigns, to the intent and purpose that the remainder of the said term of five hundred years shall attend and wait upon the freehold and inheritance of the said premisses herein-before conveyed, in order to protect and defend the same from and against all subsequent incumbrances. *And* the said — *Hutchins* for himself, his heirs, executors, and administrators, doth covenant, promise and agree, to and with the said *William Butch*, his executors, administrators, and assigns, by these presents, that he the said — *Hutchins* hath not at any time heretofore made, done, committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby, or by means whereof, the said messuage or tenement, ground and premisses herein before-mentioned to be hereby assigned, or any part thereof, is, are, shall, or may be surrendered, forfeited, impeached, charged, or incumbered

cumbered in title, charge, estate, or otherwise howsoever. AND THIS INDENTURE ALSO FURTHER WITNESSETH, that in pursuance of the said *William Cliff's* will, and for the considerations aforesaid, she, the said *Elizabeth Boulton*, doth covenant, promise and agree, to and with the said *James Gad*, his executors and administrators, that the said 700*l.* four per cent. consolidated Bank Annuities shall remain, continue, and be in the joint names of them the said *Elizabeth Boulton* and *James Gad*, and that they the said *Elizabeth Boulton* and *James Gad*, and the survivor of them, and the executors or administrators of such survivor, shall stand possessed thereof, and of the interest and profits thereof, upon the several trusts, and to and for the uses, intents and purposes in the said will of the said testator mentioned and declared, of and concerning the said freehold premises, directed by the said will of the said testator to be sold, and the money arising by such sale to be invested in government securities for the use and benefit of the said *Elizabeth Boulton*, to the intent and that the interest, dividends, and profits thereof, shall and may be received, held, and enjoyed by the said *Elizabeth Boulton*, and such persons as shall from time to time be intitled thereto, according to the will of the said testator. *And it is hereby declared and agreed*, by and between the said parties to these presents, that in case

A declaration of trust in respect to the Bank annuities transferred, viz.

that the same shall remain in the names of the tenant for life, and the trustee upon the several trusts mentioned in the testator's will.

Power of appointing a new trustee or trustees.

Original Precedents

case of the death of the said *James Gad*, in the life-time of the said *Elizabeth Boulton*, another person shall be named by the parties for the time being, interested in the said funds, expectant on the decease of the said *Elizabeth Boulton*, to succeed such deceased trustee; and so from time to time as often as one of the present or any future trustees shall so die, so as that there may be two persons in the said trust, and the said 700*L.* four per cent. consolidated Bank annuities, or whatsoever fund the said monies shall happen to be vested in, shall be from time to time transferred to, and vested in such new trustee, and the said *Elizabeth Boulton* jointly, during her life. IN WITNESS WHEREOF, &c.

I have perused and do approve of this draught, on the behalf of all the parties.

J. H.

A Con-

A Conveyance by Lease and Release from a Mortgagee and Mortagor of a Moiety of a Freehold Estate, whereof Partition had been made under a Decree in the Court of Chancery.

No. XII.

THIS indenture of three parts, made the 25th day of July, in the 17th year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, &c. and in the year of our Lord 1777, between Thomas Haris, of C——, in the county of Middlesex, Gentleman, of the 1st part, Charles Charlton, of Loton, in the county of Salop, Esquire, eldest son and heir apparent of Sir Charles Charlton, late of Loton aforesaid, Baronet, by Anna Maria his first wife, deceased, formerly Anna Maria Mytt, the daughter and heir of Richard Mytt, Esquire, deceased, who was the eldest son of Richard Mytt, deceased, by Sarah his wife, formerly Sarah Houlon, deceased, who was the eldest sister of Rebecca Houlon, late of Richmond, in the county of Surrey, deceased, of the 2d part, and William Wright, of E——, in the county of Middlesex, merchant, of the 3d part: *Whereas* by indentures of lease and release, bearing date respectively, on or about the 20th and 21st days of July, which was in the year of our Lord

A mortgage of a moiety of freehold premises recited.

Lord 1768, and made, or mentioned to be made, between the said *Charles Charlton*, of the one part, and the said *Thomas Haris* of the other part, It is by the said INDENTURE OF RELEASE WITNESSED, That for and in consideration of the sum of one thousand pounds of lawful money of *Great Britain* to the said *Charles Charlton* in hand paid by the said *Thomas Haris*, He the said *Charles Charlton* did grant, bargain, sell, alien, release, and confirm, unto the said *Thomas Haris*, his heirs, and assigns, All that undivided moiety, or half part of all and singular the tofts, pieces, or parcels of land, messuages or tenements, buildings, hereditaments and premisses situate, lying, and being in or near S——, in the parish of H—— in the county of *Middlesex*, in the said indenture of release, now in recital, particularly described, — To hold the same unto and to the only proper use and behoof of the said *Thomas Haris*, his heirs and assigns for ever; Subject nevertheless to a provisoe or condition in the said indenture of release now in recital contained, for redemption of the said mortgaged premisses, upon payment by the said *Charles Charlton*, his heirs, executors, or administrators unto the said *Thomas Haris*, his executors, administrators or assigns, of the sum of one thousand pounds with interest for the same, after the rate and on the day and time therein

therein mentioned for payment thereof and since past. *And whereas* by a decree or decretal order of the High Court of Chancery, bearing date on or about the 23d day of February, which was in the year of our Lord 1775, and made in a certain cause wherein the said *Charles Charlton* was plaintiff, and *William Turn, Edward Aram, William Price, and Henry Ball*, who in the said decree are mentioned to be trustees for the purposes therein expressed of the other undivided moiety of the estate mentioned in the above in part recited indentures of lease and release, and the said *Thomas Harris*, were defendants; It was ordered and decreed, that a partition should be made of the said estate, and that a commission should issue for that purpose, directed to certain commissioners to be therein named; and that one moiety of the said estate should be allotted to the plaintiff, and the other moiety to the defendants *William Turn, Edward Aram, William Price, and Henry Ball*, the trustees; and that all deeds and writings in the custody or power of any of the parties, relating to the said estate, should be produced before the said commissioners upon oath, and that they should be at liberty to examine witnesses upon oath, and take their depositions in writing if they should think fit, and to return the same with the said commission; and that the plaintiffs moiety should

A decree in the court of chancery for making a partition of the estate resided.

A confirmation
of the mortgage
from the mort-
gager and the
trustees named in
the commission
of partition re-
cited

be conveyed to the defendant *Thomas Haris*, so as to vest the same in him and his heirs, for securing the principal and interest due on his mortgage, subject to such right of redemption as the plaintiff was entitled to in his undivided right. And that the plaintiff and the defendants should execute mutual conveyances to each other of the respective moieties allotted to them in severalty, according to the respective estates and interests as they had in the undivided moieties thereof; and that what should be allotted to the several parties as aforesaid, should be held and enjoyed by them in severalty, according to their respective estates and interests, as they had in the undivided moieties thereof. *And whereas* by indentures of lease and release, bearing date respectively on or about the 31st day of *December* 1776, and the 1st day of *January* 1777, the release being tripartite, and made, or mentioned to be made, between the said *William Turn*, *Edward Aram*, *William Price*, and *Henry Bell*, of the first part; the said *Charles Charlton* of the second part, and the said *Thomas Haris* of the third part, reciting the indentures of lease and release of the 20th and 21st days of *July* 1768, to the effect herein before recited. *And also reciting* that the said principal sum of one thousand pounds, and interest, was not paid to the said *Thomas Haris* at the time in the said proviso of redemption mentioned.

mentioned. *And also reciting* the above in part recited decree, to the effect herein before recited; and that the commissioners to whom the said commission was directed, pursuant to the said decree, by their certificate under their hands and seals, bearing date on or about the 14th day of *September*, which was in the year of our Lord 1775, certified unto the lord high chancellor of *Great Britain*, that in pursuance of, and in obedience to, and execution of the said commission, they had on the 18th and 20th days of *July* 1775, entered upon, walked over, and carefully surveyed the said estate in question, in the said cause, as by the said commission they were commanded; and that after having made and taken such view and survey as aforesaid, and duly weighed and considered the respective values, situations, conditions, advantages, and disadvantages of the several houses, closes, lands, and grounds in the schedules thereunto annexed and mentioned, being the estate then in question in the said cause, and by the said commission directed to be set apart and divided into moieties by them; and they not seeing any occasion to enter into examination of witnesses touching the same, and no witnesses having been examined on behalf of any of the parties interested in the said estate, the said commissioners had separated and divided the said premises into equal

moieties, and that they had separated, allotted, and divided to and for the said *Charles Charlton*, as and for his own moiety or equal half part thereof, the house, barns, yards, garden, closes, and land, particularly mentioned in the first schedule thereunto annexed, being the hereditaments therein after mentioned to be thereby granted and released; and that they had separated and divided to and for the defendants *William Turn, Edward Aram, William Price, and Henry Ball*, as and for their moiety or equal half part of the said estate and premises, the house, barns, yards, gardens, closes, and lands particularly mentioned and described in the second schedule thereunto annexed; and that the several parties might the better know their several allotments, the said commissioners had delivered to the said plaintiff, *Charles Charlton*, a plan of the house, barns, yards, garden, closes, and lands so by them allotted to him as aforesaid. And also delivered to the said defendants, *William Turn, Edward Aram, William Price, and Henry Ball*, a plan of the house, barns, yards, garden, closes, and lands so by the said commissioners allotted to them as aforesaid. And also reciting that by indentures of lease and release, bearing date respectively the 31st day of *December* 1776, and 1st day of *January* 1777, the release being of three parts, and made between the said *Thomas Harris* of the

the first part, the said *Charles Charlton* of the second part, and the said *William Turn, Edward Aram, William Price, and Henry Ball* of the third part, in pursuance of and obedience to the said therein and herein before in part recited decree, the messuages, lands, tenements and hereditaments in the said certificate mentioned to be allotted to the said *William Turn, Edward Aram, William Price, and Henry Ball*, had been, or were intended to be conveyed to and to the use of them the said *William Turn, Edward Aram, William Price, and Henry Ball*, and their heirs and assigns, upon the trusts and in manner in the same indenture of release mentioned. *And also reciting* that the said principal sum of one thousand pounds still remained due and owing to the said *Thomas Haris*, but that all interest had been paid thereon up to the date thereof; it is by the indenture of release now in recital *witnesed*, that in obedience to the said decree, and in pursuance of the said certificate, and to carry the said decree into execution, as far as related to the said estates, allotted as aforesaid to the said *Charles Charlton*, and for and in consideration of the premisses and of the sum of ten shillings to the said *Charles Charlton, William Turn, Edward Aram, William Price, and Henry Ball*, in hand paid by the said *Thomas Haris*, they the said *Charles Charlton, William Turn, Edward*

Aram, William Price, and Henry Ball, did according to their several and respective estates, rights, and interests therein, grant, bargain, sell, alien, release, and confirm unto the said *Thomas Haris* and his heirs, All that messuage or tenement, with the yards, gardens, barns, and other buildings thereon, in the tenure of *George Watson*, containing one acre sixteen perches: Also one other piece or parcel of land, called *Lark Mead*, formerly three pieces, and then called *Lark Mead, Little Mead, and Lome Pitts*, containing ten acres, three roods, and nine perches; One other piece or parcel of land, called *Varn Mead*, containing five acres, one rood, and four perches. And also one other piece or parcel of land, called *Colesewers*, containing two acres and twenty-five perches. Also one other piece or parcel of land, called *Round Mead*, containing four acres, two roods, and thirty perches. Also one other piece or parcel of land, called *Akerfield*, containing seven acres, three roods, and two perches. Also one other piece or parcel of land, called *Aker Mead*, containing five acres, three roods, and twenty-two perches. Also one other piece or parcel of land, called *Aker Croft*, containing five acres, one rood, and thirty perches. Also one other piece or parcel of land, called *Room Down*, containing four acres, three roods, and twenty-four perches.

Also

Also one other piece or parcel of land, in *Bitt Field*, containing one acre, two roods, and thirty-eight perches. Also one other piece or parcel of land, in *Old Common Field*, containing two acres, two roods, and four perches. Also one other piece or parcel of land, called *Lud Pigble*, containing one acre and two perches. All which said messuages or tenements, and buildings, lands, and premisses were then in the occupation of the said *George Watson*, and contained the whole of the premisses set out in the first schedule to the said commissioners certificate, allotted to the said *Charles Charlton*, pursuant to the said decree; together with all and singular ways, waters, water courses, hedges, ditches, trees, fences, paths, passages, emoluments, advantages, rights, privileges, and appurtenances to the said premisses belonging. And the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof. And all the estate, right, title, interest, use, trust, possession, property, benefit, claim, and demand whatsoever of the said *Charles Charlton*, *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, or any or either of them, of, in, and to the same premisses; to hold the same unto and to the only proper use and behoof the said *Thomas Haris*, his heirs and assigns for ever, freed and discharged of and from the

equity of redemption under the provisoe in the said therein and herein-before above in part recited indenture of release, but subject to a provisoe or condition in the indenture of release now in recital contained, for redemption of the said premisses upon payment by the said *Charles Charlton*, his heirs, executors, or administrators, unto the said *Thomas Haris*, his executors, administrators, or assigns, of the sum of one thousand pounds, with interest for the same, after the rate of five pounds for every hundred pounds for a year, on the day and time therein mentioned for payment thereof, as in and by the severall above in part recited indentures, decree; and certificate, reference being thereunto had may more fully and at large appear. *And whereas* there is now due and owing to the said *Thomas Haris*, upon and by virtue of the above in part recited security, the said principal sum of one thousand pounds only, all interest for the same, to the day of the date of these presents, having been fully paid off and discharged, as he doth hereby admit and acknowledge: *And whereas* the said *William Wright* hath contracted and agreed with the said *Charles Charlton* for the absolute purchase of the said messuage or tenement, and buildings, lands, hereditaments and premisses set out and allotted to the said *Charles Charlton*, pursuant to the above in part recited decree as aforesaid, and the fee simple in possession

Money now due
to the mortga-
gee,

The purchaser
is to pay part of
the purchase
money to the
mortgagee, in
discharge of the
mortgage,
the remain-
der the mortg-

tion thereof, free from all incumbrances, at and for the price or sum of one thousand six hundred and five pounds, out of which said sum of one thousand six hundred and five pounds it hath been agreed by and between the said parties to these presents that the said sum of one thousand pounds so due and owing to the said *Thomas Haris* shall be paid off and discharged. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of one thousand pounds of lawful money of Great-Britain (part of the said purchase money) to the said *Thomas Haris* in satisfaction and discharge of the said sum of one thousand pounds so due and owing to him upon and by virtue of his above in part recited security in hand well and truly paid by the said *William Wright*, at or before the sealing and delivery of these presents, at the request and by the direction and appointment of the said *Charles Charlton*, testified by his being a party to and sealing and delivering of these presents, and of the sum of six hundred and five pounds of like lawful money (residue of the said purchase money) to the said *Charles Charlton* in hand also well and truly paid by the said *William Wright*, at or before the sealing and delivery of these presents, the receipt of which said several sums of one thousand pounds and six hundred and five pounds, to them the said *Thomas Haris* and *Charles Charlton* respectively paid as aforesaid

The consideration to the mortgagee.

The consideration to the mortgagor.

said, they the said *Thomas Haris* and *Charles Charlton* do hereby respectively confess and acknowledge, and thereof and therefrom, and of and from every part and parcel thereof do respectively acquit, release, and for ever discharge the said *William Wright*, his heirs, executors, and administrators by these presents, and which said several sums of one thousand pounds and six hundred and five pounds (making together the said sum of one thousand six hundred and five pounds) are the same sums as are mentioned to be the consideration money in one indenture of bargain and sale bearing even date with these presents, and made or mentioned to be made between the same parties as are parties hereto, and intended to be enrolled in his Majesty's Court of Common Pleas,—He the said *Thomas Haris*, at the request and by the direction and appointment of the said *Charles Charlton* testified as aforesaid, hath bargained, sold, aliened, and released, and by these presents doth bargain, sell, alien and release; and the said *Charles Charlton* hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents doth grant, bargain, sell, alien, release, ratify, and confirm unto the said *William Wright* (in his actual possession now being by virtue of a bargain and sale to him thereof, made by the said *Thomas Haris*, and *Charles Charlton*, in consideration of ten shillings by indenture, bearing date

The conveyance

Possession
transferred.

date the day next before the day of the date of the same indenture of bargain and sale, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs and assigns for ever, All that and those the said messuage, or tenement, buildings, lands, hereditaments, and all and singular other the premises hereinbefore mentioned and recited to have been set out and allotted to the said *Charles Charlton*, pursuant to the above in part recited decree as aforesaid, and to have been granted, released, and conveyed unto the said *Thomas Harris* in and by the above in part recited indentures of lease and release of the thirty-first day of December, and the first day of January as aforesaid, and every part or parcel thereof, together with all and singular ways, waters, water-courses, hedges, ditches, trees, fences, paths, passages, emoluments, advantages, rights, privileges and appurtenances to the said messuage or tenement, buildings, lands, hereditaments and appurtenances, hereby granted, released, and conveyed, or meant, mentioned, or intended hereby so to be, or any part or parcel thereof belonging, or in any wise appertaining, or to or with the same or any part or parcel thereof, now or at any time heretofore usually demised, leased, held, used, occupied, possessed or enjoyed, and accepted,

The Parcels.

General words.

accepted, reputed, deemed, taken, or known to be as part, parcel, or member thereof, or belonging thereunto, and the reversion and reversions, remainder, and remainders, yearly, and other rents, issues, and profits of all and singular the same premisses, and all the estate, right, title, interest, use, trust, possession, property, benefit, equity of redemption, claim, and demand whatsoever, both at law and in equity of them the said *Thomas Haris* and *Charles Charlton*, and each of them, of, in, to, and out of the said messuage or tenement, buildings, lands, hereditaments, and premisses hereby granted, released and conveyed, or meant, mentioned or intended hereby so to be, and every and any part or parcel thereof, together with all deeds, evidences and writings touching or concerning the same premises or any part or parcel thereof, now in the custody or power of them the said *Thomas Haris* and *Charles Charlton*, or either of them, or which they or either of them can or may come by or at, without suit at law or in equity, and true attested copies of all such other deeds, evidences and writings relating to the title of the said premises or any part thereof, jointly or together, with any other lands or hereditaments, such copies when first made and taken to be so made at the costs and charges of the said *Charles Charlton* or his heirs, but all future copies to be made and written out at the costs and charges of the said *William Wright*,

Wright, or his heirs : TO HAVE AND TO HOLD, Habendum.
the said messuage or tenement, buildings, lands,
hereditaments, and all and singular other the
premisses hereby granted, released, and con-
veyed, or meant, mentioned, or intended hereby
so to be, and every part and parcel thereof, with
their and every of their appurtenances, unto
the said *William Wright*, his heirs and assigns,
to the only proper use and behoof of him the
said *William Wright*, his heirs and assigns for
ever : And the said *Thomas Haris* doth hereby
for himself, his heirs, executors, and administra-
tors, covenant, promise and agree, to and with the
said *William Wright*, his heirs and assigns, that
he the said *Thomas Haris* hath not at any time
heretofore made, done, committed or executed,
or wittingly, or willingly suffered any act, deed,
matter, or thing whatsoever, whereby or by
reason or means whereof the said messuage or
tenement, buildings, lands, hereditaments, and
premisses hereby granted, released and conveyed,
or mentioned or intended hereby so to be, or any
part or parcel thereof are, is, can, shall, or may
be impeached, charged, burthened or incum-
bered in title, charge, estate or otherwise how-
soever : And the said *Charles Charlton* doth
hereby for himself, his heirs, executors, and ad-
ministrators, covenant, promise and agree, to
and with the said *William Wright*, his heirs and
assigns, in manner and form following (that is to
say)

The mortgagee
has done no act
to incumber.

The parties
are seized in fee.

say) that for and notwithstanding any act, matter, or thing whatsoever by them the said *Thomas Haris* and *Charles Charlton*, or either of them, or by any other person or persons whomsoever, lawfully claiming or to claim from, by, or under, or in trust for them or either of them, or by, from, under, or in trust for the said *Rebecca Houlon*, deceased, done, committed, or wittingly or willingly suffered to the contrary, they the said *Thomas Haris* and *Charles Charlton* now at the time of enfealing and delivery of these presents are, and stand, or one of them is and standeth lawfully, rightfully, and absolutely seized in their or one of their demesne as of fee, of and in the said messuage or tenement, buildings, lands, hereditaments, and premises hereby granted, released, and conveyed, or meant, mentioned, or intended hereby so to be, of a good, sure, perfect, lawful, absolute, and indefeasible estate of inheritance in fee simple, without any reversion, remainder, trust, limitation, power of revocation, use or uses, or any other restraint, matter, or thing whatsoever, to alter, change, charge, revoke, lessen, incumber or determine the same, (except as is hereinafter excepted.) And also that they the said *Thomas Haris* and *Charles Charlton*, or one of them, for and notwithstanding any such act, matter, or thing as aforesaid, now have in themselves, or one of them now hath in himself good right, full

Have right to
convey.

full power, and lawful and absolute authority, to grant, release, and confirm the said messuage or tenement, buildings, lands, hereditaments, and premisses hereby granted and released, or meant, mentioned or intended hereby so to be, and every part and parcel thereof, with the appurtenances unto and to the use of the said *William Wright*, his heirs and assigns, in manner and form aforesaid, and according to the purport, true intent, and meaning of these presents, (except as hereinafter is excepted.) *And further*, that it shall and may be lawful to and for the said *William Wright*, his heirs and assigns, from time to time and at all times hereafter for ever, peaceably and quietly to enter into and upon, have, hold, occupy, possess, and enjoy the said messuage or tenement, buildings, lands, hereditaments, and premisses hereby granted, released and confirmed, or mentioned, or intended hereby so to be, with their appurtenances, and to receive and take the rents, issues, and profits thereof, and of every part and parcel thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Thomas Harris* and *Charles Charlton*, or either of them, their or either of their heirs or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest of, in, to, or out of the same messuage or tenement,

The purchaser may peaceably enjoy.

Free from incumbrances.

ténement, buildings, lands, hereditaments and premisses hereby granted, released and confirmed or mentioned or intended hereby so to be, or any of them, or any part or parcel of them, or any of them, from, by, or under or in trust for them, or either of them, or the said *Rebecca Houlon*, deceased, (except as hereinafter is excepted,) and that free and clear, and freely and clearly acquitted, exonerated and discharged or otherwise by him the said *Charles Charlton*, his heirs, executors or administrators, well and sufficiently sayed, defended, kept harmless, and indemnified of, from, and against all, and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, rights and title of dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, annuities, rent, arrears of rent, forfeitures, re-entries, cause, and causes of forfeitures, and re-entry, and from and against all and singular other estates, titles, troubles, charges, and incumbrances whatsoever had, made, done, committed, occasioned, or suffered by the said *Thomas Haris* and *Charles Charlton*, or either of them, their, or either of their heirs or assigns, or by any other person or persons lawfully claiming or to claim from, by, or under, or in trust for them, or any, or either of them, or the said *Rebecca Houlon* deceased, or from, by, or their, any, or either of their acts, means, assent, privity,

vity, consent, or procurement, other than and except the yearly chief or quit rent of ——— pounds, and suits and services to be paid and performed to the lord of the manor of *H—*, otherwise *S—*, for the time being, in respect of the said premisses hereby granted and released: And moreover that he the said *Charles Charlton*, and his heirs, and all and every other person and persons having, or lawfully claiming, or who shall or may have, or lawfully claim any estate, right, title, trust or interest of, in, to, or out of the said messuage or tenement, buildings, lands, hereditaments, and premisses hereby granted, released and conveyed, or meant, mentioned, or intended hereby so to be, or any part or parcel thereof, from, by or under, or in trust for them, or any of them, or by, from, or under the said *Rebecca Houlton*, deceased, shall and will from time to time, and at all times hereafter upon every reasonable request, and at the proper costs and charges in the law of the said *William Wright*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring of

Covenant for further assurances.

the said messuage or tenement, buildings, lands, hereditaments, and premises hereby granted, released and confirmed, or mentioned, or intended hereby so to be, and every part or parcel thereof, with their and every of their appurtenances, unto and to the use of the said *William Wright*, his heirs and assigns for ever, be the same by fine, feoffment, common recovery or otherwise howsoever, as by the said *William Wright*, his heirs or assigns, or any of them, or their or any of their counsel learned in the law, shall be reasonably advised or devised and required, so as such further assurances contain in them no further or other warranty than against the person or persons, his or their heirs, who shall make or do the same, and so as the party or parties who shall be requested to make such further assurances be not compelled or compellable for making or doing thereof, to go or travel from the place or places of his, her, or their then respective abode or dwelling. IN WITNESS, &c.

I have perused, and do approve of this draught,

J. H.

A Con-

A Conveyance from a Devisee and a Trustee to a Purchaser by Lease and Release, of the seventh Part of a Freehold Estate, to which the Testator was intitled under a Marriage Settlement. No. XIII.

THIS Indenture, made the — day of — in the first year of the reign of our Sovereign Lord George the Third, &c. and in the year of our Lord 17—, between *Susannah Hitt*, of the parish of, — London, widow and relict of *Francis Hitt*, deceased, and *Francis Bull*, of the *Bankside* in *Southwark*, in the county of *Surry*, a trustee for and on the behalf of the said *Susannah Hitt* of the one part, and *Benjamin Bew*, of *Fleet-street*, *London*, Bookseller, of the other part: *Whereas* by indentures of lease and release, bearing date respectively the 13th and 14th days of *September*, in the year 17—, the release being quadripartite, and made, or mentioned to be made, between *Ann Colt* the younger, of *Harling*, in the county of *Suffex*, spinster, of the first part; *William Haws*, of the *Inner Temple*, *London*, Esq. and *Thomas Slade*, of *Dennington*, in the parish of *Shaw*, in the county of *Berks*, Esq. of the second part; *Rebecca Hitt* the younger, *Dorothea Hitt*, and *Elizabeth Hitt*, all of *Selbourn*, in the county of

A marriage settlement recited,

Southampton, spinsters, (sisters of *John Hitt* next therein after named) of the third part; and *John Hitt*, of the *Middle Temple*, *London*, Esq. (only son of *Gilbert Hitt*, of *Selbourn*, aforesaid, clerk) of the fourth part; reciting that the said *Anne Colt* was seized of the reversion or remainder in fee simple, immediately expectant on the death of her mother, of (amongst other premisses) a messuage and lands in the parish of ———, in the said county of *Southampton*, one seventh part whereof is herein after mentioned to be hereby released: the said *Anne Colt*, in consideration of a marriage then intended between her and the said *John Hitt*, and for other the considerations therein mentioned, did grant, release, and confirm the said premisses unto the said *William Haws* and *Thomas Slade*, their heirs and assigns, upon the following trusts (that is to say) from and after the solemnization of the said intended marriage, to the use and behoof of the said *John Hitt* and *Anne Colt*, and the survivor of them, during their lives, and the life of the longer liver of them, and from and after the determination of that estate to the use of the said *William Haws* and *Thomas Slade*, and their heirs, upon trust to preserve the contingent estate and estates therein after limited from being defeated or destroyed; and from and immediately after the decease of the survivor of them, the said *John Hitt* and *Anne Colt*,

whereby freehold premisses were conveyed to trustees

for the husband and wife during their lives. Remainder to trustees to preserve contingent remainders.

Remainder to the first and other sons of the marriage successively in tail male, with divers remainders over.

Colt, to the use and behoof of the first and every other son of the said marriage successively, in tail male, with divers remainders over. And it is thereby declared and agreed, by and between the said parties thereto, that a certain term of ninety-nine years thereby created, of and in several messuages, lands, tenements, and hereditaments, in the parishes of *R*—— and *H*——, in the said county of *Suffex*, and committed to the said *Rebecca Hitt*, *Dorothea Hitt*, and *Elizabeth Hitt*, their executors, administrators, and assigns, was so limited to them upon trust, to raise by sale or mortgage of the said term, of and in all or any part of the said premises the several sums of money following, (that is to say) In case there should be two younger children of the said marriage, and no more, besides the eldest son, the sum of 1500*l*. and in case there should be three or more such younger children, then the sum of 2000*l*. for the portions of such younger children, to be paid, disposed, and applied, at such time and times, and in such proportions, manner and form as the said *John Hitt*, deceased, and *Anne*, his intended wife, at any time or times during their joint lives, or the survivor of them, should by any writing or writings under their hands and seals, or the hand and seal of the survivor of them, attested by three or more witnesses, appoint, and in default of such appointment to

Declaration that a certain term thereby created was limited for the purpose of raising portions for younger children.

To be divided according to the appointment of the husband and wife,

And for default
of such appoint-
ment to be e-
qually divided a-
mongst such
younger chil-
dren,

be equally divided between such younger children, share and share alike, and to be paid in manner following, (that is to say) to such younger child or children, being a younger son or sons, at their respective ages of twenty-one years; and to such younger child or children, being a daughter or daughters, at her or their respective ages of twenty-one years, or day or days of marriage, which should first happen. And that in case any of the said younger children should happen to die, or become an eldest or only son, before his, her, or their said portions should become payable, that then the portion or portions of him, her, or them, so dying, or becoming an eldest or only son, should go and be paid unto, and be equally divided among, the survivors, or remaining younger child or children, at such time as his, her, or their original portion or portions should become payable as aforesaid. And it is thereby further provided, that in case the said *John Hitt* deceased, or the said *Anne*, his intended wife, surviving him, should give to any such younger child or children any portion or portions, or any lands, tenements, goods, or chattels, that the same, or the value thereof, should be taken and accounted as part of the portions thereby for them provided, and should go in discharge of so much of the respective sums thereby appointed to be raised by means of the said

saïd term of ninety-nine years, unless the saïd *John Hitt*, deceased, or the saïd *Anne*, his intended wife, surviving him, should declare the contrary thereof, by any writing or writings, under his or her hand, attested by three or more witnesses. And it is therein further provided and agreed by and between the saïd parties thereto, that it should be lawful for the saïd *John Hitt* deceased, and *Anne* his intended wife, during their joint lives, by any writing under their hands and seals, attested by three or more witnesses, to revoke and make void all and every or any of the uses therein before declared, of and concerning the saïd premisses, in the saïd parish of *H—*, or of any part or parts thereof, and to declare and appoint new or further uses thereof. *And whereas* the saïd marriage between the saïd *John Hitt* and *Anne Colt* was soon afterwards had and solemnized. *And whereas* by deed poll, under the hands and seals of the saïd *John Hitt* and *Anne* his wife, attested by four witnesses, bearing date on or about the 12th day of *March*, in the year 17—, reciting the saïd lease and release; and that the saïd *John Hitt*, deceased, and *Anne* his wife, had then issue between them five younger children, and the saïd *Anne* was then also enstient of one or more other such younger child or children; the saïd *John Hitt*, deceased, and *Anne* his wife, did revoke and

Power of revocation.

The marriage deed.

A revocation of the uses in such settlement as to part of the premisses, by husband and wife

An appointment of the time after their deaths, to the use of younger children

In lieu of portions under the settlement.

make void all and every the uses in and by the said indenture of release, limited and declared of and concerning the said premisses, in the parish of *H*——— aforesaid, and did thereby direct, appoint, and declare their minds to be, that the said *William Haws* and *Thomas Slade*, their heirs and assigns, should stand and be seized of the same premisses, to and for the use and behoof of the said *John Hitt*, deceased, and *Anne* his wife, during their lives, and the life of the longer liver of them, and from and immediately after their decease, to the use and behoof of all and every the younger children of the said *John Hitt*, and *Anne* his wife, between them lawfully begotten, and to be begotten (other than and except such younger son as should or might happen to be then next intitled by virtue of the limitations in the said indenture of release, to the remainder in tail of and in the premisses in the said parish of *H*———) and the heir and assigns of all and every such younger children, equally to be divided between them, share and share alike; and for preventing all controversy, the said *John Hitt*, deceased, and *Anne* his wife, did declare their meaning to be, that the said premisses in *H*——— should be accounted and taken to be in lieu and recompence of the portions provided for the said younger children by the said release, and should go in full discharge of all and every

every the sum and sums thereby appointed to be raised by means of the said term of ninety-nine years, as in and by the said recited indentures of lease and release, and deed poll, relation being thereunto respectively had may appear. *And whereas* the said *John Hitt* survived his said wife, and afterwards departed this life on or about the thirtieth day of *September*, in the year one thousand seven hundred and fifty-eight, leaving behind him eight children by his said wife, who all attained the age of twenty-one years, namely, *Gilbert, Thomas, Benjamin, Rebecca, John, Francis, Anne, and Henry*: *And whereas* the said *Francis Hitt*, one of the sons of the said *John Hitt*, is since deceased, having first made his last will and testament in writing, bearing date on or about the third day of *September*, in the year one thousand seven hundred and fifty-nine, whereby he gave to his wife *Susannah Hitt* and her brother *Francis Bull*, parties hereto, their heirs, executors, and administrators, all his share and proportion of and in all the estate and effects whatsoever, which he was entitled to by virtue of and under the will of his late father *John Hitt*, Esquire, deceased, or which he was any otherways intitled to have and receive out of his said father's estate, in trust to place the same in government or other securities, and directed his said wife

One of the sons made a will, whereby he gave his share in the above estate to his widow and a trustee, upon trusts therein mentioned.

wife should receive the interest thereof for her life; and apply the same for and towards her maintenance, and the maintenance and education of his children by her in equal shares; and after her decease that the said principal money should be paid to his child or children by her in equal shares, at their respective ages of twenty-one years, but if all such children should happen to die before any of them should attain the said age, then the said *Francis Hitt* gave the whole of the said principal money to his said wife, her executors, administrators, and assigns, to be at her and their own disposal, and appointed his said wife and the said *Francis Bull* executors of his said will, who have duly proved the same in the proper Ecclesiastical Court: *And whereas* the said *Francis Hitt* had issue by his said wife only one child, a daughter born a few days before his decease, who is also since dead, whereby the said *Susannah Hitt* is become solely entitled to all the estate and effects of her said deceased husband, to dispose thereof at her own will and pleasure: *And whereas* the said *John Hitt*, deceased, in his life-time advanced several sums of money to each of his children towards their preferment in the world, and particularly the sum of four hundred and eighty-eight pounds fourteen shillings and three-pence, to his son the said *Francis Hitt*.

And

He died, and
the wife is solely
intitled,

And whereas the said *Susannah Hitt*, party hereto, being desirous to dispose of the seventh part or share of the said messuage and lands in *H*—— aforesaid, to which she is so entitled under the will of her said late husband; the said *Benjamin Bew* hath contracted with her for the purchase thereof, at and for the price or sum of two hundred pounds: Now who has agreed to sell her share and interest in the estate

THIS INDENTURE WITNESSETH, that for and in consideration of the sum of two hundred pounds of lawful money of Great-Britain, to the said *Susannah Hitt* in hand paid by the said *Benjamin Bew*, at and before the sealing and delivery of these presents, in full for the absolute purchase of one full seventh part or share of the messuage, lands and hereditaments herein-after-mentioned, to be hereby released and conveyed; the receipt whereof she the said *Susannah Hitt* doth hereby acknowledge, and thereof acquit, release, and for ever discharge the said *Benjamin Bew*, his heirs, executors, and administrators for ever, by these presents; and for and in consideration of the sum of five shillings of like lawful money to the said *Francis Bull* in hand also paid by the said *Benjamin Bew*, the receipt whereof is hereby acknowledged, she the said *Susannah Hitt*, and also the said *Francis Bull* by her direction and appointment (testified by her being a party to and sealing and delivering these presents) The consideration.

have and each The conveyance.

Possession
transferred.

each of them *hath* bargained, sold, aliened, released and confirmed, and by these presents *do*, and each of them *doth* bargain, sell, alien, release, and confirm unto the said *Benjamin Bew* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *Susannah Hitt* and *Francis Bull*, in consideration of ten shillings, by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring of uses into possession) his heirs and assigns, one full undivided seventh part or share (the whole in seven equal parts to be divided) of and in all that the aforesaid freehold messuage, tenement, or farm house, situate, standing and being in the parish of *H—*, in the county of *Southampton*, and of and in all those closes, inclosures, and parcels of land, meadow, pasture, and wood ground, held and enjoyed therewith, also situate, lying, and being in the said parish of *H—*, and containing together, by estimation, one hundred and fifty acres or thereabouts, be the same more or less, heretofore in the tenure or occupation of *William May*, afterwards of *John Tves*, since of *Daniel Merch*, and now of *Peter Hledge*, his under-tenants or assigns, and of
and

and in all houses, outhouses, barns, stables, General words. buildings, yards, gardens, orchards, commons, ways, waters, watercourses, profits, commodities, emoluments, easements, rights, members, priviledges, woods, under-woods, and trees, and the ground, and the soil thereof, hereditaments and appurtenances whatsoever to the said messuage or tenement, lands, hereditaments, and premisses, every or any of them belonging, or in anywise appertaining, or therewith used, occupied, possessed, or enjoyed, or accepted, reputed, taken or known as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said premises, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, possession, claim, and demand whatsoever of them, the said *Susannah Hitt* and *Francis Bull*, or either of them, of, in, and to the same premisses, every or any part and parcel thereof: Habendum. TO HAVE AND TO HOLD the said seventh part or share mentioned to be hereby released of and in the said messuage or tenement, lands, hereditaments, and premisses, with their and every of their appurtenances, unto the said *Benjamin Bew*, his heirs and assigns, to the only proper use and behoof of him the said *Benjamin Bew*, his heirs and assigns for ever: *And* the said *Francis*

Covenant
from the trustee
that he hath done
no act to in-
cumber.

Covenant
from the grant-
ing parties that
they are seized,

Francis Bull, for himself, his heirs, executors, and administrators doth hereby covenant, promise, and agree, to and with the said *Benjamin Bew*, his heirs and assigns, that he the said *Francis Bull* hath not at any time heretofore made, done, or committed any act, matter or thing whatsoever, whereby the said seventh part mentioned to be hereby released of the said messuage or tenement, lands, hereditaments and premisses, or any part thereof, are, is or may be impeached or incumbered in title, charge, estate or otherwise howsoever: *And* the said *Susannab Hitt* for herself, her heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said *Benjamin Bew*, his heirs and assigns, by these presents, in the manner following (that is to say) that (for and notwithstanding any act, matter or thing whatsoever, by the said *Susannab Hitt* and *Francis Bull*, or either of them, or the said *Francis Hitt*, deceased, heretofore made, done, or wittingly or willingly suffered to the contrary) they the said *Susannab Hitt* and *Francis Bull* in trust for her, now are and stand, or one of them is, and standeth lawfully and rightfully seized of the said seventh part mentioned to be hereby released of the said messuage or tenement, lands, hereditaments, and premisses, of a good, sure, lawful, absolute, and indefeazable estate of inheritance,

heritance, in fee simple, without any manner of condition, contingent proviso, power of revocation, limitation of use or uses, or any other restraint, matter or thing whatsoever, whereby to alter, change, charge, defeat, revoke, make void, or determine the same: *And also* for and notwithstanding any such act, matter or thing as aforesaid, have, or one of them hath in herself, himself, or themselves, good right, full power, and lawful and absolute authority to bargain, sell, and release the same, unto and to the use of the said *Benjamin Bew*, his heirs and assigns in manner aforesaid, according to the true intent and meaning of these presents: *And further*, that it shall and may be lawful to and for the said *Benjamin Bew*, his heirs and assigns, from time to time and at all times hereafter, quietly and peaceably to have, hold, occupy, possess, and enjoy the said seventh part mentioned to be hereby released of the said messuage or tenement, lands, hereditaments, and premises, and to receive and take the rents issues, and profits thereof, without any let, suit, hindrance, interruption or denial whatsoever, of or by the said *Sasannah Hitt*, and *Francis Bull*, or either of them, their or either of their heirs and assigns, or of or by any other person or persons whomsoever, lawfully claiming, or to claim any estate, right, title, trust,

and that they have power to convey.

The purchaser may peaceably enjoy.

or

Free from incumbrances.

Covenant for further assurances.

or interest of, in, to, or out of the same, or any part thereof, by, from, under, or in trust for them, or either of them, or by, from, under, or in trust for the said *Francis Hitt*, deceased; and that free and clear, and freely and clearly acquitted, exonerated, and discharged or otherwise, by the said *Susannah Hitt*, her executors and administrators, well and sufficiently saved harmless, and kept indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, intails, rent, arrears of rent, statutes, recognizances, titles, charges and incumbrances whatsoever, had, made, committed, done, or suffered by the said *Susannah Hitt* and *Francis Ball*, or either of them, or by the said *Francis Hitt*, deceased. And lastly, that they the said *Susannah Hitt* and *Francis Ball*, and all and every other person and persons whomsoever, lawfully claiming, or to claim any estate, right, title, trust or interest of, in, to, or out of the said seventh part mentioned to be hereby released of the premises aforesaid, by, from, under, or in trust for them, or either of them, or under the said *Francis Hitt*, deceased, shall and will from time to time, and at all times hereafter, at the request, costs, and charges in the law of the said *Benjamin Bew*, his heirs and assigns, make, do, acknowledge, levy, suffer, and

and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring the said seventh part mentioned to be hereby released of the said messuages or tenements, lands, hereditaments and premises, unto and to the use of the said *Benjamin Bew*, his heirs and assigns, according to the true intent and meaning of these presents, as by the said *Benjamin Bew*, his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised, and required. In Witness, &c.

I approve of this draft,

W. RIVET.

Conveyance of a Freehold Estate unto Trustees by Deeds of Lease and Release, from a Person who was appointed Clerk of a Company; as a Security for his Fidelity in such Situation.

No. XIV.

THIS INDENTURE TRIPARTITE, made the 27th day of *March*, in the 16th year of the reign of our Sovereign Lord *George the Third*, by the grace of God, of *Great Britain, France, and Ireland*, King Defender of the

Two trustees to be nominated by the company.

The grantor seized of the premises in fee simple.

Having been chosen clerk of a company hath agreed to convey the estates to trustees, nominated by the company, as a security for his fidelity.

Faith, and so forth, and in the year of our Lord 1776, between *William Walter* of ———, *Hall, London*, gentleman, and *Susannah* his wife of the first part; *William Prow*, of *Tower Street*, in the city of *London* aforesaid, ———, *George Clarke* of ——— *Street*, in the county of *Middlesex*, apothecary, and *William Lace* of *Norfolk Street*, in the said county of *Middlesex*, ———, being the present master and wardens of the art and mystery of ———, of the city of *London*, of the second part; and the Rev. *Samuel Kett*, Rector of *St. B———, London*, Doctor in Divinity, and *George Hand*, of the *Old Jewry, London*, ———, of the third part: *Whereas* the said *William Walter* is seized in fee simple of and in the messuages or tenements, malt house, cyder mill, gardens, orchards, and hereditaments hereinafter mentioned and described, and intended to be hereby granted and released: *And whereas* the said *William Walter* hath lately been appointed clerk to the said master, wardens, and society, and will in consequence thereof be entrusted with considerable sums of money belonging to the said master, wardens, and society, and to the proprietors of the stocks raised by several members of the said society for making chemical and galvanical medicines, commonly called the laboratory, and navy stocks of the said society, carried on in the name, and at the common hall of the said society: *And* the said *William Walter* being desirous to give security for the faithful discharge of the trust reposed

posed in him by the said company, and the said proprietors, hath proposed and agreed to make such grant and release, as hereinafter is mentioned, as a security to the said company for his fidelity in discharging the said trust: Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in order to save harmless, and keep indemnified the said company from any loss which may happen to the said company by any breach of trust, or wilful default of the said *William Walter*, and also for and in consideration of the sum of ten shillings of lawful money of *Great Britain* to the said *William Walter*, in hand paid by the said *Samuel Kett* and *George Hand*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and valuable considerations, him the said *William Walter* hereunto moving, he the said *William Walter*, (at the request and by the direction and appointment of the said master and wardens, testified by their being made parties to and sealing and delivering these presents,) hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth (at such request, and by such direction and appointment as aforesaid,) grant, bargain, sell, alien, release and confirm unto the said *Samuel Kett* and *George Hand*, (in their actual possession, now being by virtue of a bargain and sale to them thereof made in consideration of five shillings made by the

The consideration.

The conveyance.

Possession transferred.

The parcels.

said *William Walter* by indenture bearing date the day next before the day of the date of these presents, for the term of one year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to their heirs and assigns, ALL that messuage, tenement, or dwelling house, situate in the town of *Newport*, in the county of *Monmouth*, in a certain street there called *Hewle Street*, together with the malt house, cyder mill, barns, stables, gardens and orchards thereunto belonging, and therewith held and enjoyed, late in the possession and occupation of *Rich. Jones*, formerly of *Rich. Ding*, Esq. but now unoccupied; mearing and adjoining to the lands belonging to *Newport Castle*, now of the *Duke of Beaufort*, to the garden and premises, formerly of *Charles Cole*, and now of the said *Richard Jones*, to the garden and premises, now of *George Giles Mason*, to the said street called *Hewle Street*, and to the turnpike road leading from the said town of *Newport* towards ———, on all or most parts and sides thereof, and also all that capital messuage or tenement wherein *William Walter*, the grandfather of the said *William Walter* party hereto, formerly did inhabit and dwell, called *Pant Gwin*, with one barn, one ox house, one stable, one garden, and two orchards thereunto belonging, and all those several closes or parcels of land, arable, meadow, pasture, woods, and underwoods, to the said closes

or

or parcels of land belonging, or in any wise appertaining, commonly called or known by the several names of *Garn Vawr*, *Caer Porth*, *Caer Fynnon*, *Caer Cappel*, *Gwordledy Pont*, *Caer Pant*, *Caer Pwulch*, *Caer Coed*, *Caer Skittor*, *Ycha Cae Dany Skibbor*, *Garth Coch Ycha*, and *Garth Coch Ysha*, or by what name or names soever the same are called and known, containing by estimation one hundred and thirty acres, (be the same more or less,) all which said messuage or tenement, closes or parcels of land and premises last mentioned, are situate, lying, and being in the several parishes of ——— and ——— in the said county of *Monmouth*, by ancient mears and bounds there well known and distinguished, and are now in the tenure or occupation of *Henry Hughes*: And all and singular outhouses, edifices, buildings, yards, gardens, orchards, ways, paths, passages, waters, watercourses, privileges, profits, commodities, advantages, hereditaments, and appurtenances whatsoever, to the said several messuages or tenements, closes, and parcels of land belonging, or in any wise appertaining or therewith, or with any part thereof, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and all the estate, right, title, interest, inheritance, use, trust, property, possession, be-

General words.

Habendum.

Covenant to levy
a fine.

*I submit that this
fine need not be lo-
wed in pursuance
of the covenant in
regard that the
bond security ap-
pears to be very
good, and the
trustees for the
company may at
any time require
that the fine shall
be levied if they
should see any rea-
sons for so doing,
J. H.*

ness, claim, and demand whatsoever, both at law and in equity of him the said *William Walter*, of, in, to, or out of the same premises, every or any part or parcel thereof, TO HAVE AND TO HOLD the said messuages, tenements, or dwelling houses, malt house, cyder mill, barns, stables, closes, pieces or parcels of land, hereditaments, and all and singular other the premises hereby granted and released, or mentioned and intended so to be, with their and every of their appurtenances, unto the said *Samuel Kett* and *George Hand*, their heirs and assigns, to the use of them the said *Samuel Kett* and *George Hand*, their heirs and assigns for ever, upon the several trusts; nevertheless and to and for the several intents and purposes, and under and subject to the several powers, provisos, declarations, and agreements hereinafter expressed and declared of and concerning the same, AND for the better and more effectual conveying, assuring, and confirming the said messuages, tenements, or dwelling houses, malt house, cyder mill, closes, pieces or parcels of land, hereditaments and premises hereby granted and released, or intended so to be, unto them the said *Samuel Kett* and *George Hand*, and their heirs, he the said *William Walter*, for himself, his heirs, executors and administrators, and for the said *Susannah* his wife doth covenant, promise, and agree to and with the said *Samuel Kett* and *George Hand*, their heirs and assigns, by these presents, that he the said *William Walter*

Walter and Susannah his wife shall and will, as of *Easter* term next ensuing the day on which this indenture bears date, or of some other subsequent term, acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one or more fine or fines, *Sur convenance de droit come ceo*, whereupon proclamations shall be had and made according to the form of the statute in that case made and provided, and the usual course of fines for assurance of lands unto the said *Samuel Kett* and *George Hand*, and their heirs, or the heirs of one of them, of the said messuages, tenements, or dwelling houses, closes, pieces or parcels of land, hereditaments and premises hereby granted and released, or mentioned and intended so to be, with their and every of their rights, members, and appurtenances, by such name or names, quantities and qualities, and other certainties and descriptions, as shall be thought fit and convenient in that behalf, and as will effectually comprehend the same: *And* it is hereby declared and agreed by and between all and every the parties to these presents, that the said fine or fines so as aforesaid, or in any other manner, or at any other time or times, levied or to be levied and acknowledged, and all and every other fine and fines, common recovery and common recoveries, conveyances and assurances in the law whatsoever, heretofore had, made, levied, acknowledged, suffered, or executed, or at any time hereafter to be had, made, levied, acknow-

The uses declared.

ledged, suffered, or executed, of the same messuages, tenements, or dwelling houses, closes, pieces or parcels of land, hereditaments and premisses, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they, or any of them, are or shall be party or parties, privy or privies, shall be and enure, and shall be adjudged, deemed, construed, and taken to be and enure, and so are and were meant, and intended to be and enure, and the full force and execution of the same, and of these presents, shall be and enure, and the cognizee or cognizees in the said fine or fines named or to be named, and his and their heirs shall stand and be seized of the said messuages, tenements, or dwelling houses, closes, pieces or parcels of land, hereditaments and premisses, with their and every of their appurtenances, to the use of them the said *Samuel Kett* and *George Hand* upon the several trusts nevertheless; and to and for the several intents and purposes, and subject to the several powers, provisoes, declarations and agreements herein after expressed and declared of and concerning the same, that is to say, UPON TRUST, that they the said *Samuel Kett* and *George Hand*, and the survivor of them, and the heirs and assigns of such survivor, do and shall at any time or times hereafter, at the request and by the direction of the master and wardens for the time being of the said company of ———; such request and direction to be testified by writing under their respective

Upon trust to raise money by sale or mortgage, upon the direction of the company.

respective hands and seals, attested by two or more creditable witnesses, by absolute sale or by mortgage or demise, for any term or terms of years, or other disposition, of all or any part or parts of the said messuages, tenements, or dwelling houses, closes, pieces or parcels of land, hereditaments and premises hereby granted and released, or mentioned or intended so to be, levy and raise such sum and sums of money as to them the said *Samuel Kett* and *George Hand*, or the survivor of them, or the heir or assigns of such survivor shall seem meet, and do and shall pay, apply, and dispose of all such sum and sums of money as shall come to his or their hands by any such sale, mortgage or disposition as aforesaid, to and for the purposes following, that is to say, do and shall, by and out of the same sum and sums of money, or any part thereof (after deducting thereout all such costs, charges, damages, and expences, as they the said trustees, their heirs, executors, or administrators, or any of them, shall, or may be at, put unto, suffer, or sustain, in, or about the execution of all, or any of the trusts hereby in them respectively reposed) pay unto the master and wardens of the said company for the time being, for the use of the said company, or to the proprietors of the said stocks, or to any committee or committees thereof, or to such person or persons as by the said master, wardens, and society, and their successors shall be directed or appointed to receive the

and out of such monies to pay and satisfy the company all damages that they may sustain by the grantor's misconduct.

The trustees
only to be an-
swerable for
their respective
acts.

Samuel Kett and *George Hand*, and all and every future trustee and trustees to be constituted or nominated in pursuance of the power herein after for that purpose contained, and each and every of them, their, and each and every of their heirs, executors, administrators, and assigns, shall be charged and chargeable only for such monies, as they and every of them shall respectively actually receive, by virtue of the trusts hereby in them respectively reposed, and the one of them shall not be answerable or accountable for the other or others of them, or for the acts, receipts, neglects, or defaults of the other or others of them, nor shall they, or any of them be answerable for any banker, goldsmith, broker, or other person with whom, or in whose hands any part of the said trust monies shall or may be lodged for safe custody or otherwise, in the execution of any of the trusts before mentioned; neither shall they the said trustees, or any of them, be answerable or accountable for any misfortune, loss, or damage, which may happen in the execution of the aforesaid trusts, or otherwise, in relation thereto, except the same shall happen, by, or through their own wilful defaults respectively. And also that they the said several trustees, and every of them, their, and each of their heirs, executors, and administrators, shall and may, by and out of the monies which shall come to their hands by virtue of the trusts aforesaid, retain to, and reimburse himself and themselves, and also shall
and

and may out of such monies allow to his and their co-trustee and co-trustees all such costs, damages, and expences, as they, or any of them, shall or may respectively sustain, expend, disburse, be at, or put unto, in or about the execution of the trusts hereby in them reposed, or any of them; PROVIDED ALSO, and it is hereby agreed and declared, by, and between the said parties to these presents, that in case the said *Samuel Kest* and *George Hand*, or either of them shall die, or be desirous to quit, and be discharged of and from the trusts hereby in them reposed as aforesaid, or shall neglect, or refuse to act in the said trusts, before the same trusts shall be fully performed and executed, then, and in any such case, and when and so soon, and as often as the same shall happen, it shall and may be lawful to, and for the master and wardens of the said company of ——— for the time being, by any writing or writings to be sealed and delivered by them in the presence of, and attested by two or more credible witnesses, to nominate substitute, or appoint any other person or persons to be a trustee or trustees for the purposes aforesaid, or any of them in the place and stead of the said present, or any succeeding, or other trustee or trustees who shall so die, or be desirous to quit, and be discharged of, and from, or refuse or neglect to act in the said trust as aforesaid, and so from time to time as often as there shall be occasion to nominate, substitute, and appoint

The company may upon the death of a trustee appoint another.

point any other person or persons to be a trustee or trustees for the purposes aforesaid, or any of them, in the place and stead of the said present, or any succeeding, or other trustee or trustees who shall so die, or be desirous to quit, and be discharged of, and from, or shall refuse, or neglect to act in the said trusts; and that when, and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, the said trust, estate, and premises, or so much thereof as shall not then have been disposed of for the purposes aforesaid, shall be thereupon forthwith conveyed in such way and manner, as that the same shall be legally and effectually vested in the surviving or continuing former trustee or trustees, if any such there shall be, and such new trustee or trustees, upon the trusts aforesaid, or such of them as shall be then existing; and that all and every such new trustee or trustees shall, and may in all things act and assist in the management, carrying on, and execution of the trusts aforesaid, every, or any of them in conjunction with the other or others of them who shall survive or continue, (if any such there be) as fully and effectually in all respects, and to all intents and purposes, and with the like indemnification as if he or they had been originally in and by these presents nominated or appointed a trustee or trustees for the purposes aforesaid, or such of them for which he or they shall be so nominated a trustee or trustees; any thing herein before contained

tained to the contrary thereof in any wise notwithstanding. AND the said *William Walter* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Samuel Kett* and *George Hand*, their heirs and assigns, by these presents in manner following; that is to say, that he the said *William Walter*, at the time of the sealing and delivery of these presents, is seized of a good, sure, lawful, and absolute estate of inheritance in fee simple in possession, of the said messuages, tenements, or dwelling houses, closes, pieces, or parcels of land, hereditaments and premises herein before granted and released to them the said *Samuel Kett* and *George Hand*, their heirs and assigns as aforesaid: And that he the said *Williams Walter* now hath in himself good right, full power, and lawful and absolute authority to grant and release the said messuages, tenements, or dwelling houses, closes, pieces, or parcels of land, hereditaments, and premises, with their, and every of their appurtenances unto, and to the use of the said *Samuel Kett* and *George Hand*, and their heirs in manner and form, and for the intents and purposes herein before expressed; and that the said messuages, tenements, or dwelling houses, pieces, or parcels of land, hereditaments, and premises, with their appurtenances shall from henceforth be and remain to the several uses, upon the trusts, and for the several intents and purposes herein before limited, expressed, and declared, of and concerning

Covenant from the grantor that he is seized in fee.

Hath right to convey.

Free from in-
cumbances.

Covenant for
further affar-
ances.

concerning the same; and that free and cleaf, and freely, clearly, and abfolutely acquitted, exonerated, and difcharged, or otherwife, by the faid *William Walter*, his heirs, executors, or administrators, well and fufficiently faved, defended, kept harmlefs, and indemnified of, from, and againft all, and all manner of former and other gifts, grants, bargains, fales, mortgages, jointures, dowers, ufes, interefts, rents, arrears of rents, flatutes, judgments, recognizances, executions, titles, troubles, charges, and incumbrances whatfoever, had, made, done, committed, or fuffered by the faid *William Walter*, or any perfon or perfons claiming, or to claim, by, from, or under, or in truft for him, or by, from, under, or in truft for *William Walter* his father, deceased: And alfo that he the faid *William Walter*, and his heirs, and all and every other perfon and perfons having, or lawfully claiming any eftate, right, title, or intereft of, in, or to the faid meffuages, tenements, or dwelling houfes, pieces, or parcels of land, hereditaments, and premisses herein before granted and releafed or mentioned, or intended fo to be, or any part or parcel thereof, by, from, or under, or in truft for him, them, or any of them, fhall and will, from time to time, and at all times hereafter, at and upon the request of the faid *Samuel Kett* and *George Hand*, or the furvivor of them, or the heirs and affigns of fuch furvivor; but at the proper cofts and charges of the faid *William Walter*,
his

his heirs, executors, or administrators, make, do acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all, and every such further and other lawful and reasonable act and acts, thing and things, fines, recoveries, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring the said messuages, tenements, or dwelling houses, closes, pieces, or parcels of land, hereditaments, and premisses, and every part and parcel thereof, with their appurtenances unto the said *Samuel Kett* and *George Hand*, and their heirs, upon the several trusts, and for the several intents and purposes herein before expressed and declared of, and concerning the same, as by the said *Sam. Kett* and *George Hand*, or the survivor of them, or the heirs or assigns of such survivor, or by the master and wardens of the said company of ——— for the time being, or their, or any of their counsel learned in the law, shall be reasonably devised, or advised and required: AND WHEREAS by indenture tripartite, bearing date on or about the 8th day of *May*, in the year of our Lord 1765, and made, or mentioned to be made between *Susan Williams*, of the parish of *Dixton*, in the county of *Monmouth*, widow, and sole executrix of the last will and testament of *William Williams*, then late of the same parish and county,

Recital of an outstanding term.

yeoman, deceased, of the first part, the said *William Walter*, by his then name and description of *William Walter*, late of ——— *Hall*, but then of the *Inner Temple, London*, gentleman, eldest son and heir of *William Walter*, then late of the parish of ———, in the said county of *Monmouth*, gentleman, of the second part; and *Richard Roe*, of ——— aforesaid, (since deceased) of the third part; the said messuage or tenement, closes or parcels of land, hereditaments and premisses herein before mentioned, to be hereby granted and released, and to be situate and being in the several parishes of ——— and ———, in the said county of *Monmouth*, were assigned to, and vested in the said *Richard Roe*, his executors, administrators, and assigns, for the residue of a term of five hundred years, created of and in the last mentioned premisses (by indenture of release of five parts, bearing date on or about the 24th day of *July*, in the year of our Lord 1730,) upon trust nevertheless, that the said *Richard Roe*, his executors, administrators, and assigns, should, from time to time, and at all times thereafter, during all the residue and remainder of the said term of five hundred years, thereby assigned, stand, and be possessed of, and interested in, all and singular the said messuage or tenement, lands, hereditaments, and premisses thereby assigned, with their appurtenances, in trust for such person and persons, and

and for such estate and estates, conditional or absolute, and ~~so~~ for, and upon such uses, trusts, interests, and purposes, and subject to such provisos, conditions, declarations, limitations, and agreements, as he the said *William Walter*, by any his deed or deeds, writing or writings, to be by him duly signed, sealed, and executed in the presence of two or more credible witnesses, with or without power of revocation, should, from time to time, order, direct, limit, or appoint; and in default of, and in the mean time, and until such order, direction, limitation, or appointment, in trust for the said *William Walter*, his heirs and assigns, to the intent and purpose that the remainder of the said term of five hundred years, should attend and wait upon the freehold and inheritance of the said thereby assigned premises, and to protect and defend the same from and against all incumbrances, subsequent to the creation of the said term, if any should be; And whereas the said *Richard Roe* having lately departed this life, the said premises for the residue of the said term of five hundred years, are now vested in the legal representatives of the said *Richard Roe*: And this indenture further witnesseth, that, in pursuance of the said agreement, the said *William Walter*, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *Samuel Kett* and *George Hand*, their heirs and assigns, that the legal representative of the said

In whom vested.

Covenant that the term shall be assigned.

Richard Roe shall at all times hereafter stand, and be possessed of, and interested in the premises comprized in the said term of five hundred years, for all the residue of the said term, in trust for the said *Samuel Kett* and *George Hand*, their heirs and assigns, and to attend the inheritance of the said premises so as to protect and preserve the same from all mesne or intervening incumbrances, if any such there shall be. IN WITNESS, &c.

I have perused and do approve of this draught.

J. H.

The Leaf for a Year, which preceded the last Deed.

THIS INDENTURE, &c. between *William Walter*, of ——— *Hall, London*, gentleman, of the one part; and the *Rev. Samuel Kett*, Rector of *St. B—— London*, Doctor in Divinity, and *George Hand*, of the *Old Jury, London*, gentleman, of the other part witnesseth that for and in consideration of five shillings of lawful money of *Great-Britain*, to him the said *William Walter* in hand paid before the sealing and delivery of these presents by the said *Samuel Kett* and *George Hand*, the receipt whereof is hereby acknowledged, he the said *William Walter*, hath bargained and sold, and by these presents doth bargain and sell unto the said *Samuel Kett* and *George Hand*, all that, &c. (as in release)

and

and the reversion and reversions, remainder and remainders thereof, TO HAVE AND TO HOLD the said messuages, tenements, or dwelling houses, malt house, cyder mill, barns, stables, closes, pieces, or parcels of land, hereditaments, and all and singular other the premises hereby bargained and sold or mentioned and intended so to be, with their, and every of their appurtenances unto the said *Samuel Kett* and *George Hand*, their executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, *yielding and paying* therefore the rent of one pepper corn on the last day of the said term (if lawfully demanded,) to the intent and purpose that (by virtue of these presents, and of the statute for transferring uses into possession) the said *Samuel Kett* and *George Hand* may be in actual possession of all and singular the said hereby bargained premises, and thereby enabled to take and accept a grant and release to them and their heirs of the reversion and inheritance thereof, *to, for, and upon such uses, trusts, intents and purposes as shall be limited, mentioned and declared thereof*, in and by a certain indenture tripartite already prepared and intended to bear date the day next after the day of the date of these presents, and to be made between the said *William Walter* and *Susannah* his wife of the first part, *William Prout*, of *Tower-*
street,

street, in the city of London, ——— William Lace, of Norfolk-street, near the Strand, in the county of Middlesex, ———, and George Clarke, of Smith-street, in the said county of Middlesex, ———, being the present master and wardens of the society of the art and mystery of ———, London, of the second part, and the said Samuel Kett and George Hand of the third part. IN WITNESS WHEREOF, &c.

No. XV. *A Release for suffering a Recovery of Part of an Estate comprized in a Marriage Settlement, and for confirming the Uses limited thereof by that Settlement.*

THIS INDENTURE QUADRUPARTITE, made the 31st day of May, in the 5th year of the reign of our sovereign Lord George the Third, by the grace of God of Great Britain, France and Ireland, King, Defender of the Faith, &c. and in the year of our Lord 17—, between *Humphrey Greg* the elder, of *Asbparva*, in the county of *Salop*, gentleman, *Humphrey Greg* the younger, of *Twemtees*, in the parish of *Whitchurch*, in the said county of *Salop*, gentleman, eldest son and heir at law of the said *Humphrey Greg* the elder by *Ann* his late wife, deceased, formerly *Ann Kea*, spinster, and *Mary* his wife, late *Mary Darlin*, spinster, *Arthur Green* of *New Inn*, *London*, gentleman, and *Peter Greg* of *Whitchurch* afore said,

aforesaid, gentleman, of the first part; *Ralph Collet of Coppen*, in the county of *Chester*, gentleman, and *Benjamin Darlin* the younger, late of *Eightfield*, in the said county of *Salop*, but now of *New Inn* aforesaid, gentleman, and *Randle Greg*, of *Twemtees* aforesaid, gentleman, and *Benjamin Darlin* the elder, of *Eightfield* aforesaid, gentleman, of the second part, *Thomas Collin* of *New Inn* aforesaid, gentleman, of the third part; and *Nicholas Kent* of *New Inn* aforesaid, Esq. of the fourth part: *Whereas* by certain articles of agreement, bearing date on or about the 28th day of *December*, which was in the year of our Lord 1730, and made or mentioned to be made between the said *Humphrey Greg* the elder, of the first part; *Elizabeth Kea* of *Whitchurch*, in the county aforesaid, widow, and *Ann Kea*, spinster, (daughter of the said *Elizabeth*), of the second part; *Randle Kea* of *Croxton*, in the county of *Flint*, gentleman, of the third part; and the Reverend *Thomas Cott*, of *Dodington*, in the parish of *Whitchurch* aforesaid, the Reverend *Thomas Holl*, of *Ham*, in the county of *Salop* aforesaid, of the fourth part; in consideration of a marriage then intended to be had and solemnized between the said *Humphrey Greg* and the said *Ann Kea*, and for other the considerations therein mentioned, he the said *Humphrey Greg* did thereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said *Elizabeth*

Before marriage
an agreement to
settle a copyhold
estate.

Kea, her executors and administrators, that he the said *Humphrey Greg*, and all other persons claiming any right, title, or interest, in or to the same, should and would, within six months next ensuing the solemnization of the said intended marriage, at the costs and charges of the said *Humphrey Greg*, duly surrender into the hands of the lord of the manor of *Whitchurch* afore said, or steward thereof, or otherwise, according to the custom of the said manor, (among other things,) all that customary messuage or tenement situate, lying, and being in *Ashparva* afore said, within the manor of *Whitchurch* afore said, and all buildings, barns, stables, gardens, orchards, lands, meadows, leases, pastures, hereditaments and appurtenances thereunto belonging, or to or with the same, then, or theretofore usually set, enjoyed, lying, and being in *Ashparva* afore said, within the manor afore said, then, or late in the tenure of *Mary Ford*, widow, or her under tenants, freed and discharged from all incumbrances whatsoever, and subject only to the rents and services due and owing to the lord of the said manor, to the use of the said *Humphrey Greg* and his assigns, for and during the term of his natural life, and from and after the determination of such estate for life to the use of the said *Randle Kea*, and his heirs, during the life of the said *Humphrey Greg*, in trust to preserve the contingent remainders thereafter limited, and from and after his decease to the use of the said

Ann

Ann Kea and her assigns, for and during her natural life, in case she should survive her said intended husband, in bar of dower and free bench for or in respect of the said *Ann*, and from and after the several deceases of the said *Humphrey Greg* and *Ann Kea*, to the use of the first, second, and all other the son and sons of the said *Humphrey Greg*, on the body of the said *Ann* begotten, in tail, to take according to the seniority of age of such son and sons successively, and for want of such issue male, to the use of the said *Humphrey Greg*, his heirs and assigns for ever, as in and by the said articles, relation being thereunto had, may more fully and at large appear; *And whereas* the marriage between the said *Humphrey Greg* and *Ann Kea* took effect, and was duly had and solemnized, and the said *Ann*, the wife of the said *Humphrey Greg*, afterwards died, leaving the said *Humphrey Greg* the husband, and the said *Humphrey Greg* the younger, the eldest son of the said marriage her surviving; *And whereas* before any surrender was made by the said *Humphrey Greg* of the said copyhold premisses to the uses of the said marriage articles in pursuance of the said covenant, on the part of the said *Humphrey Greg* therein in that behalf contained, the most noble *Francis*, duke of *Bridgewater*, lord of the said manor of *Whitchurch*, by certain indentures of lease and release, bearing date respectively the 24th and 25th days of *September*, which was in the year of our
 Lord

The marriage
 took effect.

Before a surrender was made the estate was enfranchised.

Lord 1762, and made or mentioned to be made between him the said Duke of the one part, and the said *Humphrey Greg* of the other part, did for the purpose of enfranchising the said copyhold or customary premisses, and releasing and extinguishing the several rents, hereditaments, and services due and of right accustomed in respect thereof, and for the consideration of seventy-four pounds and ten shillings therein mentioned to be paid by the said *Humphrey Greg* to the said Duke, grant, release, and confirm unto the said *Humphrey Greg* and his heirs, (among other things) all that the said customary messuage or tenement and lands herein before mentioned to be situate, lying, and being in *Albparva* aforesaid, within the said manor of *Whitchurch*, and held of the said manor, and comprized in the said hereinbefore in part recited marriage articles, and therein covenanted to be surrendered (among other things) by the said *Humphrey Greg*, in manner beforementioned, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, heriots, issues and profits, of all and singular the said premisses, and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, of him the said Duke, of, in, or to the said copyhold or customary premisses, every or any part or parcel thereof, to hold the same unto and to the use of the said *Humphrey Greg*, his heirs and assigns for ever, freed,

freed, enfranchised, and absolutely discharged of and from all rents, yearly and other payments, fines, heriots, suits, and services whatsoever, by usage, custom, prescription, or otherwise howsoever, except as therein is excepted:

And whereas the said messuage, or tenements and lands, hereinbefore particularly mentioned, were afterwards, (among other lands and hereditaments) by good and sufficient conveyance and assurance in the law, for the consideration therein mentioned, granted, and conveyed by the said *Humphrey Greg* the elder, unto and to the only proper use and behoof of the said *Humphrey Greg* the younger, his heirs and assigns for ever; *And whereas* by certain indentures of lease and release, bearing date respectively the 6th and 7th days of *November* last past, the release being quinquartite, and made or mentioned to be made between the said *Humphrey Greg* the younger, of the first part; the said *Arthur Green* and *Peter Greg*, of the second part; the said *Ralph Collet* and *Abrabam Darlin*, of *Aston Juxta Maudrun*, in the parish of *Acton*, in the said county of *Chester*, gentleman, since deceased, of the third part; the said *Benjamin Darlin* the younger, and *Randle Greg*, of the fourth part; and the said *Benjamin Darlin* the elder, and the said *Mary* the wife of the said *Humphrey Greg*, by the name and description of *Mary Darlin*, only daughter of the said *Benjamin Darlin* the elder, of the 5th part; in consideration of a marriage then intended,

and

The premises conveyed to a son.

A settlement on his marriage recited.

and which hath since been duly had and solemnized between the said *Hamprey Greg* the younger, and the said *Mary Darlin*, and for other the considerations therein mentioned, the said messuage, or tenement and lands, hereinbefore particularly mentioned and comprized in the said hereinbefore in part recited marriage articles, and in the said indenture of release now in recital, more fully described with their and every of their appurtenances, were (among other messuages, lands, and hereditaments therein mentioned) granted and conveyed by the said *Humphrey Greg* the younger, unto and to the use of the said *Arthur Green* and *Peter Greg*, and their heirs and assigns for ever, upon the trusts, and to and for the several uses, intents, and purposes therein and hereinafter mentioned, that is to say, to the use and behoof of the said *Humphrey Greg* the younger, and his heirs, until the solemnization of the said then intended marriage, and from and immediately after the same then to the use and behoof of the said *Humphrey Greg* the younger, and his assigns for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate to the use of the said *Arthur Green* and *Peter Greg*, and their heirs, upon trust to preserve the contingent remainders during the life of the said *Humphrey Greg* the younger, and from and after his decease to the use and behoof of the said *Ralph Collet* and *Abraham Darlin*, their
executors,

executors, administrators, and assigns, for the term of ninety-nine years, if she the said *Mary Darlin* should so long live, to commence and be computed from the time of the decease of the said *Humphrey Greg* the younger, in trust and to the intent and purpose that they the said *Ralph Collet* and *Abraham Darlin*, and the survivor of them, and the executors, administrators and assigns of such survivor should yearly and every year during so many years of the said ninety-nine years as should run out and expire in the life-time of the said *Mary Darlin*, by and out of the rents, issues, and profits, of all and singular the premises, raise, levy, and receive one annuity or clear yearly rent charge of twenty-five pounds, clear of all deductions whatsoever, to be paid to her the said *Mary Darlin* and her assigns, for and during the term of her natural life for her jointure, and in bar of dower, with power of entry and distress in failure of payment, in manner therein mentioned, and subject thereto, then to the use and behoof of the said *Benjamin Darlin* the younger, and *Randle Greg*, their executors, administrators and assigns, for the term of five hundred years, to commence and be computed from the time of the decease of the said *Humphrey Greg* the younger, upon trust to raise portions for younger children, in such manner, and in such cases and events, and subject to such provisos and conditions as therein is mentioned, and from and immediately after the

indentures the said messuage, or tenement and lands hereinbefore particularly mentioned, [being that part of the several estates comprized in the said settlement, which in and by the said herein before recited articles, made previous to the marriage of the said *Humphrey Greg* the elder with the said *Ann Kea*, was thereby (among other things,) covenanted to be surrendered as aforesaid] upon the trusts, and to and for the several uses, and in the manner the same now stand settled and limited under and by virtue of the same indentures, by reason of the enfranchisement thereof to the said *Humphrey Greg* the elder, by the said Duke of *Bridgwater* in manner aforesaid, before any surrender thereof was made to the uses of the said recited articles, pursuant to the covenant of the said *Humphrey Greg* for that purpose contained therein; and for that no recovery or surrender in the nature thereof was ever suffered or made by the said *Humphrey Greg* the elder and *Humphrey Greg* the younger, of the same messuage and lands, in the court held for the aforesaid manor of *Whitchurch*, for barring and extinguishing the equitable estate tail, or interest, in remainder, expectant upon the death of the said *Humphrey Greg* the elder, of, in, and to the same premises, vested or executed under or by virtue of the said articles, in him the said *Humphrey Greg* the younger, as the first and eldest son of him the said *Humphrey Greg* the elder by the said *Ann*

Kea :

Kea: And therefore, and in order to obviate and remove all such doubts and questions, and to the end and intent, that the said messuage and lands, concerning the title whereof such doubts and questions have so arisen and been moved as aforesaid, may remain, and continue to stand, well and effectually settled and limited to such uses, upon such trusts, and subject to such powers, provisos, limitations, conditions, covenants and agreements, as the same do now stand settled, limited, and assured, and are subject to respectively, under or by virtue of the said in part recited indentures of lease and release, or settlement, made previous to the marriage of the said *Humphrey Greg* the younger, and *Mary* his now wife as aforesaid; and that all the uses and trusts declared of or concerning the same, in and by the same indentures, may be corroborated and confirmed, and well and sufficiently effectuated, according to the true intent and meaning of the same indentures; and the parties thereunto, the said *Humphrey Greg* the elder, and *Humphrey Greg* the younger, and *Mary* his wife, with the privity, consent, and concurrence of the said *Ralph Collet*, *Benjamin Darlin* the younger, and *Randle Greg*, and the said *Benjamin Darlin* the elder, respectively, have applied to, and requested the said *Arthur Green* and *Peter Greg* to join with them in making a good and perfect tenant to the præcipe, for suffering a common recovery with treble

For barring the equitable estate tail under the first articles, and other considerations.

voucher, of the messuage and lands aforesaid, to the use of the said marriage settlement; and such recovery hath thereupon been agreed to be had and suffered accordingly: Now THIS INDENTURE WITNESSETH, that in consideration of the said marriage so had and solemnized by and between the said *Humphrey Greg* the younger and *Mary* his now wife as aforesaid, as well to and for the end and intent hereinbefore recited, as also for the barring, docking, and extinguishing of the beforementioned equitable estate tail, by virtue of the said recited articles, so as aforesaid vested in the said *Humphrey Greg* the younger in remainder, expectant upon the decease of the said *Humphrey Greg* the elder, of and in the messuage and lands aforesaid, and hereinafter mentioned and intended to be hereby released and conveyed; and likewise for the barring, docking, and destroying all other estates tail, and all remainders and reversions thereon depending, now vested or executed in him the said *Humphrey Greg* the younger, or in the said *Humphrey Greg* the elder, by virtue of the said articles hereinbefore recited or referred to, or by virtue of, or under any other deed, settlement, or assurance whatsoever; and for and in consideration of the sum of five shillings, a piece of lawful money of *Great Britain*, by the said *Thomas Collin* in hand well and truly paid to the said *Humphrey Greg* the elder, *Humphrey Greg* the younger, *Arthur Green* and *Peter Greg*,

at

at and immediately before the enfealing and delivery of these presents, the receipt whereof respectively is hereby acknowledged, they the said *Humphrey Greg* the elder, and *Humphrey Greg* the younger, and also the said *Arthur Green* and *Peter Greg*, in pursuance of the said covenant for further assurance, so as aforesaid contained in the said last recited indenture of release, by and with the privity, consent, and concurrence of the said *Ralph Collet*, *Benjamin Darlin* the younger, *Randle Greg*, and *Benjamin Darlin* the elder, testified by their being made parties to, and respectively sealing and executing these presents, have, and each of them hath granted, bargained, sold, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release, and confirm unto the said *Thomas Collin*, (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *Humphrey Greg* the elder, *Humphrey Greg* the younger, *Arthur Green*, and *Peter Greg*, by indenture bearing date the day next before the day of the date of these presents, in consideration of five shillings for one whole year, commencing from the day next before the day of the date thereof, and by force of the statute made for transferring of uses into possession) his heirs and assigns ALL that messuage or tenement, with the land, hereditaments, and appurtenances thereunto belonging, or therewith usually enjoyed,

The release.

joyed, situate, lying, and being in *Ashtarva*, otherwise *Little A*—, within the parish of *W*— aforefaid, heretofore purchased by the faid *Humphrey Greg* the elder, of and from *John Sutton*, of the city of London, baker, and then in the holding or occupation of *Mary Ford*, widow, her under-tenants or assigns, and now or late in the tenure, holding, or occupation of *John Sley*, his under-tenants, or assigns, with their and every of their rights, members, and appurtenances, which faid messuage or tenement, and premisses, were heretofore part and parcel of the copyhold or customary messuages, and lands so covenanted by the faid *Humphrey Greg* the elder, in and by his faid marriage articles to be surrendered, and afterwards enfranchised to him by the faid *Duke of Bridgewater* as aforefaid, and since conveyed (among other lands and hereditaments) by the faid *Humphrey Greg* the elder, to the faid *Humphrey Greg* the younger, and his heirs as hereinbefore is mentioned, and also comprized and mentioned in the faid in part recited certain indentures of lease and release, and settlement of the 6th and 7th days of *November* last past, and thereby (among other things) released and conveyed to the faid *Arthur Green* and *Peter Greg*, in manner therein mentioned, and to such effect as hereinbefore is recited, and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular the faid premisses,

General words.

premises, and every part and parcel thereof, and all the estate, right, title, interest, inheritance, use, property, possession, claim and demand, whatsoever of them the said *Humphrey Greg* the elder, *Humphrey Greg* the younger, *Arthur Green*, and *Peter Greg*, or any, or either of them, of, in, or to the same, or any part or parcel thereof, TO HAVE AND TO HOLD the said messuage or tenement, lands, hereditaments, and all and singular other the premises mentioned to be hereby granted and released, with their and every of their appurtenances unto the said *Thomas Collin*, his heirs and assigns, to the use of the said *Thomas Collin*, his heirs and assigns for ever, to the end and intent that the said *Thomas Collin* may become tenant of the freehold of the premises to him conveyed as aforesaid; so that a good and perfect common recovery, with treble voucher, according to the course of common recoveries in such cases used, may be thereof had and suffered, in such manner as hereinafter mentioned; to which end and purpose, it is hereby agreed and declared, that it shall and may be lawful to and for the said *Nicholas Kent* to sue forth and prosecute out of his Majesty's High Court of Chancery one or more writ or writs of entry *sur disseizin en le poſt*, to be directed to the sheriff of the county of *Salop*, and to be returnable and returned in the Court of Common Pleas at *Westminster*, by which said writ or writs so to issue out of the

Habendum &c the grantee to make him tenant to the premises, that a recovery may be suffered.

The manner thereof and particulars.

saïd Court of Chancery the saïd *Nicholas Kent* shall demand the saïd messuage or tenement, lands, hereditaments, and premisses, mentioned to be hereby granted and released, against the saïd *Thomas Collin*, by such names and descriptions to ascertain the same as shall be thought fit and requisite in that behalf, to which saïd writ and writs of entry *sur disseizin*, the saïd *Thomas Collin* shall appear gratis, either in person or by attorney, and vouch to warranty the saïd *Humphrey Greg* the younger, who shall also appear gratis, either in person or by attorney, and enter into the warranty, and vouch over to warranty the saïd *Humphrey Greg* the elder, who shall also appear gratis either in person or by attorney in the warranty, and vouch over to warranty the common vouchee of the saïd Court of Common Pleas, who shall likewise appear and plead; and after imparlance shall depart in contempt of the Court, and make default; and all and every other acts and things shall be done and performed and executed, so that a good and perfect common recovery, with treble voucher, according to the course of common recoveries, may be had, perfected, and suffered, of the saïd messuages, tenements, lands, hereditaments, and premisses, hereinbefore mentioned to be hereby released, some time before the end of the next *Trinity* term: AND IT IS HEREBY AGREED AND DECLARED by and between the parties to these presents, and the true intent

The uses thereof
declared in con-
firmation of the
saïd settlement.

intent and meaning of them, and of these presents are, that the said common recovery so agreed to be had and suffered, after the same shall be had and suffered and perfected as aforesaid, and the full force and execution thereof, and all and every other common recovery and common recoveries, fine and fines, conveyance and conveyances in the law whatsoever, at any time heretofore had, made, sealed, acknowledged, levied, suffered, and executed, of and concerning the said messuage or tenement, lands, hereditaments and premisses hereinbefore mentioned to be hereby granted and released, or any part or parts thereof, by and between the parties to these presents, or any of them, or whereunto they, or any of them, was, were, is, are, or shall be parties or party, was, were, is, are, and shall be, and enure, and shall be adjudged, deemed, and taken to be, and enure to the use and behoof of the said *Humphrey Greg* the younger, and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste, and from and after the determination of that estate, to the use and behoof of the said *Arthur Green* and *Peter Greg*, and their heirs, during the life of the said *Humphrey Greg* the younger, upon trust, to preserve the contingent uses, estates, and remainders hereinafter referred to from being defeated or destroyed; and for that purpose to make entries, or bring actions, as

occasion shall require ; but nevertheless to permit and suffer the said *Humpbrey Greg* the younger, and his assigns, to receive and take the rents, issues, and profits thereof, to his and their own use and benefit, during his natural life; and from and immediately after the decease of the said *Humpbrey Greg* the younger, then to, for, and upon, and subject to such and so many of the uses, trusts, estates, powers, provisoes, limitations, conditions, declarations, covenants, and agreements, in and by the indentures of lease and release, and settlement, of the sixth and seventh days of *November* last past, hereinbefore recited, limited, created, mentioned, expressed, provided, and declared of and concerning the several messuages or tenements, lands and hereditaments, comprized and mentioned in the same indenture, and herein expressed, or intended to be hereby released and conveyed as aforesaid, as at the decease of the said *Humpbrey Greg* the younger shall be existing, undetermined, or capable of taking effect, and to and for no other use, intent, or purpose whatsoever. In Witness, &c.

Mr. Booth is desired to give his opinion whether there is or is not a necessity for this recovery.

I have perused this draught which (subject to the corrections and alterations which I have inserted) appears to be very well drawn; and I concur in opinion with the gentlemen who have advised this recovery, for there being other sons of the marriage betwixt Humphrey Greg, senior, and
Ann

Ann Kea, besides Humphrey Greg, junior, I conceive an equitable estate tail, under the articles of the 28th of December 17—, arise in the premisses to Humphrey Greg, junior, with remainder in tail, to all other the sons of Humphrey Greg, senior, by the said Ann, with reversion to the said Humphrey Greg, senior, in fee ; and if any of the agents of the Darlin's family had notice of the said articles of the 28th of December 17—, such second or other son of the said Humphrey Greg, senior, and perhaps also the issue male of Mr. Humphrey Greg, junior, might set up the intail created by those articles against the uses of the settlement of November last in favour of Mary the daughter of Mr. Darlin, and her issue or younger children, and so defeat some of the provisions by that settlement made for them. By suffering the now intended recovery, in pursuance of the deed whereof this is to be a draught, that will be prevented, and the said settlement will be confirmed, whereas the case will be very hazardous, without, it being a rule that equitable estates tail are only to be barred, by using and following the same ways and methods for the barring and defeating the same, as it would be requisite to use and follow for that purpose were they turned into legal estates tail. This I think is very clear.

James Booth.

A Release

other hereditaments hereinafter mentioned, to be hereby granted and released unto the said *William Lint*, and *Susannah* his wife, to hold to them and their assigns, during their natural lives and the life of the survivor or longer liver of them, and from and immediately after the decease of such survivor, the said *Nathaniel Litt* devised the said premisses unto the heirs of the body of the said *Susannah Lint* lawfully begotten, and in default of such issue to and equally between such and so many of the children of the said *Mary Dorr* as should be then living, and to their heirs and assigns for ever as tenants in common, subject nevertheless to, and he did thereby charge the said premisses with, the payment of an annuity or clear yearly sum of fifty pounds, unto his wife the said *Susannah Litt*, party hereto during her natural life by quarterly payments, at *Lady-Day*, *Midsummer*, *Michaelmas*, and *Christmas-Days*, the first payment thereof to begin and be made on such of the said feast-days as should first happen next after his decease; and, subject also to and charged with the payment of fifty pounds to the said *Mary Dorr* within three months next after his decease, for her sole and separate use, and likewise with the payment of the further sum of two hundred and fifty pounds within three months next after his said wife's decease to his nephew *Andrew Litt*, of *Sheering*, in the county of *Essex*, miller, (one of his executors thereafter named) to be by him placed out at interest

And also to the payment of 250l to another person after her death upon trust for a party hereto.

interest, upon government or other securities, and the interest thereof applied for the sole and separate use of the said *Mary Dorr* during her life, and after her decease the principal money to be divided equally amongst her children then living share and share alike: And the said *Nathaniel Litt* devised all his other freehold messuages, lands, hereditaments, and premisses therein particularly mentioned, unto the said *Mary Dorr*, for her separate use during her life, and after her decease to her children by the said *George Dorr*, in manner therein mentioned and appointed his said wife *Susannah Litt* and the said *Andrew Litt*, executors of the said will; And whereas the said *Nathaniel Litt*, by a codicil to his said will, duly executed, bearing date on or about the 8th day of *April* last past, in order to obviate and remove all disputes and difficulties which might arise between the said *Mary Dorr*, and *Susannah Litt*, or their heirs, concerning the will of his father the aforesaid *John Litt*, deceased, did expressly order and direct that the said *Mary Dorr* or her heirs, should before she or they enjoyed any part of his real or personal estate by virtue of his said will (if the same should be thought requisite) execute and deliver to the said *William Litt*, and *Susannah* his wife, such proper deed or deeds of release as counsel should advise, of all the estate, right, title, and interest whatsoever, which she the said *Mary Dorr*, or her heirs, might or could claim, in, to, or out of all, or any part

He by a codicil directed that his will should, after his death, be confirmed by proper deeds to be executed between the parties.

The annuity
hath been regu-
larly paid.

To carry the
testator's will
into execution.

Other consid-
erations.

of the premisses devised by his said will to the said *William Lint* and *Susannah* his wife, in manner aforesaid, by virtue of the will of the said *John Litt*, deceased; and in case the said *Mary Dorr* or her heirs should refuse to execute and deliver such release as aforesaid, then it was his express will that the whole of what he had given her, or her children, should go, and he did thereby give, devise, and bequeath the same unto the said *William Litt* and *Susannah* his wife, their heirs, executors, administrators, and assigns, as by the said wills and codicil (relation being thereto severally had) may appear. *And whereas* the said *William Lint* hath duly paid the said annuity to the said *Susannah Litt*, to the feast of the birth of our Lord *Christ*, now last past: Now THIS INDENTURE WITNESSETH, that, for carrying into execution the intention of the said *Nathaniel Litt* expressed in his said will and codicil; and in consideration of the sum of fifty pounds of lawful money of *Great Britain* to the said *Mary Dorr*, in hand paid by the said *William Lint*, at and before the sealing and delivery of these presents, to and for her sole and separate use, pursuant to the will of the said *Nathaniel Litt*, by and with the consent, direction, and appointment of the said *George Dorr* (testified by his being a party to, and executing these presents) the payment and receipt of which said sum of fifty pounds, they the said *George Dorr*, and *Mary* his wife, do hereby acknowledge, and thereof do acquit, release, and discharge the said *William Lint*

Lint and *Sufannah* his wife, their heirs, executors, administrators, and assigns, and every of them, for ever, by these presents; and also for, and in consideration of the sum of five shillings apiece of like lawful money to the said *George Dorr* and *Mary* his wife, *William Lint* and *Sufannah* his wife, and *Sufannah Litt*, in hand paid by the said *Richard Reg*, at and before the sealing and delivery of these presents, the receipt whereof is hereby also acknowledged; and for barring, docking, destroying, and extinguishing of all estates tail, reversions, and remainders thereupon depending, of and in the messuage, mill, lands, tenements, and hereditaments, herein after mentioned, to be hereby granted and released, and for limiting and assuring the same to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations, and agreements, as are hereinafter expressed and declared, of and concerning the same, they the said *George Dorr* and *Mary* his wife, *William Lint*, and *Sufannah* his wife, and *Sufannah Litt*, have, and each and every of them hath, granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each and every of them doth, grant, bargain, sell, alien, release, and confirm unto the said *Richard Reg*, (in his actual possession now being, by virtue of a bargain and sale to him thereof made, by the said *George Dorr* and *Mary* his wife, *William Lint* and *Sufannah* his wife, and *Sufannah Litt*, in consideration of five shillings

And for barring estates, tail, &c.

The release.

Parcels.

shillings, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) and to his heirs; ALL that the said messuage or tenement, with the yard and garden thereto belonging, and all that water mill thereto adjoining, called *Sabrid Mill*, and also all that piece or parcel of meadow ground lying behind the said mill, called *The Mill Bank*, containing by estimation one acre and an half, or thereabouts, be the same more or less; and all that piece or parcel of meadow or pasture ground, called *The Mill Mead*, adjoining to the garden belonging to the said messuage or tenement, and containing by estimation two acres and an half or thereabouts, be the same more or less, which said last mentioned piece or parcel of ground was purchased by the said *Nathaniel Litt* of *John Say*; all which said messuage, mill, lands, tenements, hereditaments, and premises, are situate, lying, and being in *Sabrid* aforesaid, and are now in the tenure or occupation of the said *William Lint* or his assigns; and also that close or parcel of ground called *Long Field*, containing by estimation six acres or thereabouts, be the same more or less, situate, lying, and being between a wood called *Queen's Wood*, and a lane called *Cock Robin's Lane*, in the parish of *Wick*, in the said county of *Hertford*, now in the tenure or occupation of

Noab

Noah Lins or his assigns, and all houses, out-
houses, edifices, buildings, barns, stables, yards, back-
sides, gardens, orchards, lands, meadows, pastures, common of pasture, trees, woods and underwoods, and the ground and soil thereof, ways, paths, passages, lights, casements, rivers, streams, waters, water courses, ponds, sluices, dams, hedges, ditches, mounds, fences, profits, commodities, and appurtenances whatsoever to the said messuage, mill, lands, tenements, hereditaments, and premises hereby granted and released, or intended so to be, or any of them, or any part or parcel thereof, belonging, or in any wise appertaining, or with them, or any of them held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member of them, or any of them; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity, and in possession, reversion, remainder, expectancy, or otherwise howsoever of them, the said *George Dorr* and *Mary* his wife, *William Lint* and *Susannah* his wife, and *Susannah List*, and each and every of them, of, in, or to the same premises and every part and parcel thereof,
To HAVE AND TO HOLD the said messuage, mill,

General words;

Habendum,

To the grantee
to make him ten-
nant to the pre-
misses, that a re-
covery may be
suffered ;

the manner
thereof, and
parties.

lands, tenements, hereditaments, and all and singular other the premisses hereinbefore mentioned, and hereby granted and released, or intended so to be, with their and every of their appurtenances, unto the said *Richard Reg*, and his heirs, to the use and behoof of the said *Richard Reg*, his heirs and assigns for ever, to the intent and purpose that he the said *Richard Reg* may become a perfect tenant of the immediate freehold of the said messuage, mill, lands, tenements, hereditaments, and premisses hereby granted and released, or intended so to be, against whom a good and perfect common recovery may be thereof had and suffered before the end of *Hilary* Term now next ensuing, or some other subsequent term, upon a writ of *Entry sur disseisin en le post*, returnable and to be returned in His Majesty's Court of Common Pleas at *Westminster*, wherein the said *Oliver Hum* and *Richard Kenrick* shall be demandants against the said *Richard Reg*, tenant, who shall vouch to warranty the said *George Dorr* and *Mary* his wife, and *William Lint* and *Susannah* his wife, who shall appear, gratis, in person, or by their attorney or attornies thereunto lawfully authorized, and vouch over the common vouchee of the same court, who shall also appear, and after imparlance had, shall make default, so that judgment shall and may be given thereupon, and such other proceedings had therein, that
a good

a good and perfect common recovery with double voucher shall and may be suffered of the same premisses, according to the usual course and form of common recoveries for assurance of lands: AND it is hereby covenanted, declared, and agreed, by and between all the said parties to these presents, that from and immediately after the suffering, and perfecting the said common recovery, as well these presents, and the grant and release hereby made, as also the said common recovery so as aforesaid, or in any other manner to be suffered; and all and every other common recovery and recoveries, conveyances and assurances in the law whatsoever, already had, made, acknowledged, levied, suffered, and executed, or to be had, made, acknowledged, levied, suffered, and executed, of the said messuage, mill, lands, tenements, and hereditaments before mentioned, to be hereby granted and released, or any part or parcel thereof, shall be and enure and shall be construed, adjudged, expounded, deemed, and taken to be and enure; and is and are hereby declared to have been at the time of the making, levying, suffering, and executing thereof, meant and intended to be and enure, to the several uses, upon the several trusts, and to and for the several intents and purposes, and under and subject to the several provisos, limitations, and agreements hereinafter limited,

The uses declared.

To satisfy the
annuity.

declared, expressed, and contained, of and concerning the same; that is to say, to and for the use, intent, and purpose, that the said *Susannah Litt* and her assigns shall and may yearly and every year, for and during the term of her natural life, have, receive, and take by and out of the said premises one yearly rent charge, or sum of 50*l.* of lawful money of *Great Britain*, clear of all taxes and deductions whatsoever, payable and to be paid at the *Bell inn* in S——aforesaid, by quarterly payments on the four most usual feasts or days of payment in the year, that is to say, the feasts of the birth of our Lord *Christ*, the Annunciation of the blessed *Virgin Mary*, the Nativity of *St. John the Baptist*, and *St. Michael* the Archangel, in each year, by even and equal portions, without making any deduction or abatement thereout, or out of any part thereof, for taxes or any other account whatsoever; the first payment thereof to begin and be made on the feast day of the birth of our Lord *Christ* next ensuing the date hereof, according to the true intent and meaning of the said last will and testament of the said *Nathaniel Litt*, deceased; and in lieu, barr, and full satisfaction of the life annuity thereby given to her the said *Susannah Litt*, and of her dower, and of all right and title of dower, or thirds at common law, which she can or may, or otherwise might have or claim, of, in, to, or out of the

the said messuage, mill, lands, tenements, hereditaments, and premisses hereby granted and released, or any part thereof, or any other real estate whereof the said *Nathaniel Litt* was seised or possessed; and to and for this further use, intent, and purpose, that if the said yearly sum of 50*l.* or any part thereof, shall be behind and unpaid by the space of twenty days next after or after any of the said feasts or days of payment, whereon the same is herein-before appointed to be paid as aforesaid, that then and so often, and from time to time, it shall and may be lawful to and for the said *Susannah Litt* and her assigns, into and upon the said premisses hereby granted and released, or any part thereof, to enter and distrain, and the distress and distresses then and there found to take, impound, sell, and dispose of, according to law, until she or they shall be paid the said yearly sum and all arrears thereof, together with the charges of such distress and sale: And to and for this further use, intent, and purpose, that in case the said yearly sum of 50*l.* or any part thereof, shall be behind and unpaid by the space of forty days next over or after any of the said feasts or days of payment, whereon the same ought to be paid as aforesaid, although no demand be made thereof, then and so often it shall and may be lawful to and for the said *Susannah Litt* and her assigns, into and upon the said messuage, mill, lands, tenements,

Clause of distress

Power of entry in case of non-payment of the annuity.

ments, hereditaments, and premisses hereby granted and released, or intended so to be, or any part thereof, in the name of the whole, to enter, and the same to have, hold, and enjoy; and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for her and their own proper use and benefit, until she or they shall thereby and thereout be fully satisfied and paid the said yearly sum of 50*l.* and all arrears thereof; and also so much thereof as shall incur and grow due during the time she shall continue in possession of the same premisses, after and by reason of such entry as aforesaid; together with all such costs, charges, loss, and damages which she or they shall be put unto, or any ways sustain by reason of the non-payment thereof at the day and times aforesaid; and subject unto and charged and chargeable with the payment of the said yearly sum of 50*l.* and the said remedies for recovering the same to the use of the said *William Litt* and *Susannah* his wife, and the survivor of them, and the heirs of the said *Susannah Litt*, during the natural life of the said *Susannah Litt*; and from and immediately after the decease of the said *Susannah Litt*, then to the use of the said *William Dans*, his executors, administrators, and assigns, for and during, and unto the full end and term of 500 years, from thence next ensuing, and fully to be compleat, and ended without impeachment

After the death of the annuitant to the use of a trustee for a term of years.

impeachment of waste upon the trusts herein-
after mentioned, and declared of and concern-
ing the same term; and from and immediately
after the end, expiration, or other sooner deter-
mination of the said term, and subject thereto,
and to the trusts thereof, to the use and behoof
of the said *William Lint* and *Susannah* his wife,
for and during their natural lives and the life of
the longer liver of them, without impeachment
of waste; and from and after the decease of such
survivor, to the use and behoof of such and so
many of the children of the said *Susannah Lint*,
by the said *William Lint*, begotten or to be
begotten, for such estate and estates, and in
such parts and proportions, and under and subject
to such conditions, restrictions, and limitations
as they the said *William Lint* and *Susannah* his
wife, shall at any time, during their joint lives,
by any deed or writing under both their hands
and seals, attested by two or more credible wit-
nesses, direct, limit, or appoint; and for want of
such appointment, to the use and behoof of
the heirs of the body of the said *Susannah Lint*,
by the said *William Lint* her husband, begotten
or to be begotten; and for default of such issue,
to the use and behoof of the survivor of them the
said *William Lint* and *Susannah* his wife, and
the heirs and assigns of such survivor for ever,
and to and for no other use, intent, or purpose

Remainder to
the children of
the testator.

4 X 4

whatsoever,

The term created to raise the money charged on the estates by the will of testator.

whatsoever. AND IT IS HEREBY DECLARED and agreed to be the true intent and meaning of these presents, and of the parties hereunto, that the said term of 500 years hereinbefore limited to the said *William Dans*, his executors, administrators, and assigns, as aforesaid, is so limited to him and them upon trust, that he the said *William Dans*, his executors, administrators, or assigns, shall and do immediately after the decease of the said *Susannah Litt*, by and out of the rents, issues, and profits of the said messuage, mill, lands, tenements, hereditaments, and premises hereby granted and released, or by mortgage, sale, or other disposition, of all or any part of the same premises, for all or any part of the said term of 500 years, or by all or any the ways or means aforesaid, or any other ways or means, as the said *William Dans*, his executors, administrators, or assigns shall in his or their discretion think fit, levy and raise the sum of 250*l.* of lawful money of *Great Britain*, and pay the same within three months next after the decease of the said *Susannah Litt*, to the said *Andrew Litt*, one of the executors of the last will and testament of the said *Nathaniel Litt*, in satisfaction and discharge of the like sum thereby charged on the said premises, hereby granted and released, and directed to be paid to the said *Andrew Litt*, to and for the uses, intents, and purposes therein mentioned, expressed, and declared

declared of and concerning the same: And it is hereby further declared and agreed by and between the said parties hereto, that when and so soon as the said trust, hereinbefore declared, of the said term of 500 years shall be fully satisfied, performed, and discharged, and the said *William Daws*, his executors, administrators, and assigns, shall be fully reimbursed and satisfied all charges and expences occasioned by or relating to the execution of the trusts hereinbefore in him reposed, or in case the said sum of 250*l.* shall within the time aforesaid be fully satisfied and paid to the said *Andrew Litt*, by the person or persons then intitled to the freehold and inheritance of the said premisses; then and either of the said cases the said term of and in the said premisses intended to be therein comprised, or so much thereof as shall not be disposed of, for the purposes aforesaid, shall from thenceforth cease, determine, and be utterly void to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding: And it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *William Litt*, from time to time, during his natural life, or after his decease to and for the said *Susannah* his wife, in case she survives him, during her life, by indenture under their respective hands and seals, to demise and lease

Power to grant
leases.

lease the same premises, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, but not in reversion, remainder, or expectancy, so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent or rents that can be reasonably had or obtained for the same, without taking any sum or sums of money or other thing by way of fine or income, for or in respect of such lease or leases, and so as none of the said lease or leases be made dispunishable of waste, and that in every such lease there be contained a clause of re-entry for nonpayment of the rent or rents, to be thereby reserved; and that the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases: AND the said *George Dorr*, *William Lint*, and *Susannah Litt*, for themselves severally, and for their several and respective heirs, executors, and administrators, and not jointly, or the one for the other or others, or for the acts of the other or others of them, but for their own respective acts, only do, and each and every of them doth hereby covenant, promise and agree, to and with the said *Oliver Hum* and *Richard Kemrick*, their heirs, executors, and administrators, in manner following, that is to say, that the said messuage, mill, lands, tenements, here-

The premises shall remain subject to the limitations herein declared.

hereditaments, and premisses hereby granted and released, or intended so to be, with their and every of their appurtenances, shall or lawfully may from time to time, and at all times hereafter, remain, continue, and be, to, for, and upon the several uses, trusts, intents, and purposes, and under and subject to the provisos, limitations, and agreements hereinbefore mentioned, expressed, and declared of and concerning the same, and shall and may be peaceably and quietly held and enjoyed accordingly, without the lawful let, suit, trouble, interruption, claim, or demand of or by the said *George Dorr* and *Mary* his wife, *William Lint* and *Susannab* his wife, and *Susannab Litt*, or any of them, their or any of their heirs or assigns, or any other person or persons lawfully claiming or to claim by, from, or under them, or any of them; *And further*, that they the said *George Dorr* and *Mary* his wife, *William Lint* and *Susannab* his wife, and *Susannab Litt*, and each and every of them, and the heirs of them, each and every of them, and all and every other person or persons having or lawfully claiming, or to claim any estate, right, title, trust, or interest of, in, to, or out of the said premisses hereby granted and released, or any part thereof, by, from, under, or in trust for them, any or either of them, shall and will from time to time, and at all times hereafter, upon every reasonable request

Covenant for
further assurances.

quest of the said *Oliver Hum* and *Richard Kemrick*, or the survivor of them, his heirs, executors, or administrators, but at the costs and charges in the law of the said *George Dorr* and *William Lint*, their heirs, executors, or administrators, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levyed, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and doeds, conveyances and assurances in the law whatsoever, be the same by fine or fines, or other matter of record or otherwise, for the further, more perfect and absolute conveying, settling and assuring the said messuage, mill, lands, tenements, hereditaments, and premises hereinbefore mentioned and hereby granted and released, or intended so to be, with their appurtenances, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations, and agreements as are hereinbefore limited, expressed, declared, and contained, of and concerning the same, as by the said *Oliver Hum* and *Richard Kemrick*, or the survivor of them, his heirs, executors, or administrators, or his or their counsel learned in the law, shall be reasonably advised or devised and required. In
WITNESS, &c. *I approve of this draught.*

MAT. DUANE,

A Release

A Release of Dower.—Perused by Mr. Rivet. No. XVII.

THIS indenture tripartite, &c. between *George Trip*, of *Ec.* and *Ann* his wife, of the first part; *Mary Gore*, of, *Ec.* widow of *William Gore*, late of, *Ec.* deceased, of the second part; and *John Main*, of, *Ec.* of the third part. *Whereas* the said *George Trip* and *Ann* his wife, by their indentures of lease and release, bearing date respectively on or about the 9th and 10th days of —, in the year of our Lord 17—, for the considerations therein mentioned, did grant and release unto the said *John Main*, his heirs and assigns, all that the manor of —, with the appurtenances, in the county of *N—*. And also the said *George Trip*, and *Ann* his wife, by their indentures of lease and release, bearing date respectively on or about the 15th and 16th days of —, in the year of our Lord 17—, in consideration of —, did grant and release unto the said *John Main* and his heirs all those several messuages or tenements, with the appurtenances, situate, lying, and being within the town of *S.* in the said county of *N—*, now in the several occupations of *A. B.* and *C. D.* as in and by the said in part recited indentures, relation being thereunto respectively had, may more fully and at large appear. *And whereas*

Estates conveyed to a purchaser.

the

A person entitled to dower,

the said *Mary Gore* hath, or claimeth to have, a right or title of dower of, in, and unto the said manor, and all and singular other the premisses so granted and released to the said *John Main*, his heirs and assigns; and the said *Mary Gore* being, at the time of making the conveyances as aforesaid, under the age of twenty-one years, and so not capable to release or discharge her right or title of dower, which she then had or claimed to have, of, in, and to the said manor, messuages, lands, tenements, hereditaments, and premisses, the said *George Trip* did therefore covenant that the said *Mary Gore* should release all her right and title, claim and demand of dower, in and unto the said manor, messuages, lands, tenements, hereditaments, and premisses, when, and as soon as, she attained the age of twenty-one years. Now THIS INDENTURE WITNESSETH, that the said *Mary Gore*, late wife of the said *William Gore*, deceased, (being at the sealing and delivery hereof above the age of twenty-one years) for and in consideration of the said covenant, and of an agreement had and made between the said *George Trip* and *Ann* his wife, and the said *Mary Gore*, for payment by the said *George Trip* unto the said *Mary Gore*, of a certain annuity or yearly rent, during the term of her natural life, in lieu and full satisfaction of all and all manner of dower, right and title of dower whatsoever, which

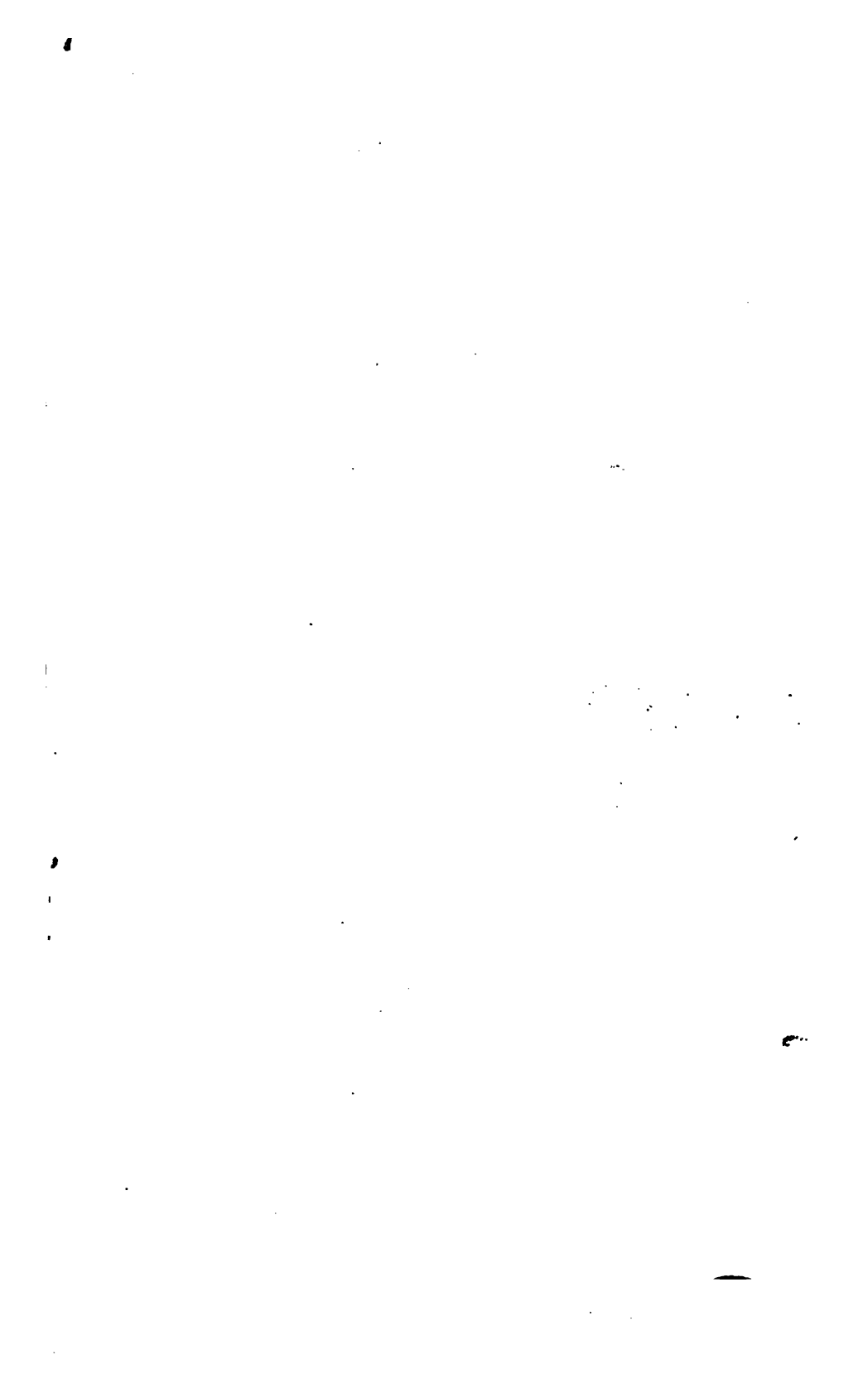
which she the said *Mary Gore* hath, or may, should, or of right ought to have, or claim, of, in, or out of all and every the said manor of —, with the appurtenances; or any the messuages, lands, tenements, or hereditaments whatsoever, granted and released, or mentioned by the said indentures, or any of them, to be granted and released to the said *John Main*, his heirs and assigns as aforesaid; and also, in consideration of the sum of 5*s.* to her the said *Mary Gore* in hand paid by the said *John Main*, she the said *Mary Gore* hath remised, released, and for ever quitted, and by these presents doth freely, clearly, and absolutely remise, release, and for ever quit claim unto the said *John Main*, his heirs and assigns, all and all manner of dower, right and title of dower whatsoever, which she the said *Mary Gore* now hath, may, might, should, or of right ought to have, or claim, of, in, to, or out of the said manor of —; or of, in, to, or out of the said messuages, lands, tenements, and hereditaments, or any of them, so granted and released, or mentioned to be granted and released, to the said *John Main*, his heirs and assigns, by the said several indentures of release, and all and all manner of action and actions, writ and writs of dower, and right whatsoever. AND the said *Mary Gore*, for herself, her heirs, executors, and administrators, and for every of them, doth covenant,

who hereby re-
leases.

And covenants
that the pur-
chaser shall
peaceably enjoy.

venant, promise, and grant, to and with the said *John Main*, his heirs and assigns, by these presents, that neither she the said *Mary Gore*, or any other person or persons whatsoever, for her or in her name, any manner of action or writ of dower, or any manner of right or title of dower, of, in, or to, the said manor of ———, and the said messuages, lands, tenements, and hereditaments, or of, in, or to any part or parcel thereof, at any time hereafter, shall or may have claim, challenge, or demand against the said *John Main*, his heirs, or assigns; but that the said *John Main*, his heirs, and assigns shall and may peaceably have, hold, and enjoy the said manor, messuages, lands, tenements, hereditaments, and premises so granted and released as aforesaid, without the lawful let, suit, trouble, eviction, interruption, or disturbance whatsoever of the said *Mary Gore*, her executors, administrators, or assigns, or of any person or persons lawfully claiming or to claim, by, from, or under her, them, or any of them. In witness, &c.

THE END OF THE THIRD VOLUME.



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